

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is dated September 30, 2022 (the “date of this Agreement”) by and between: (i) Trident Services, LLC, a Georgia limited liability company (“Trident”); (ii) Elite Appraisal Center L.L.C., an Illinois limited liability company (“Elite”, and together with Trident, “Buyer”); (iii) Property Interlink, LLC, a Colorado limited liability company (“Interlink”); and (iv) Reliable Valuation Service, LLC, a Wyoming limited liability company (“RVS”, and together with Interlink, “Seller”) and Starrex International Ltd., a company governed by the Canada Business Corporations Act (“Starrex”). For purposes of this Agreement, capitalized terms and variations which are not specifically defined within the Agreement shall have the meanings specified or referred to in Exhibit A. Buyer, Interlink, RVS and Starrex shall collectively be referred to as “Parties,” and individually, each a “Party.”

WHEREAS, Interlink owns and operates a real estate appraisal management company, and RVS owns and operates a real estate appraisal company (collectively, the “Business”).

WHEREAS, Seller desires to, among other things, sell substantially all of the tangible and intangible assets of Seller with which it operates and markets the Business, and Buyer desires to purchase same pursuant to the terms and conditions of this Agreement;

WHEREAS, Starrex, through its wholly owned subsidiary Starrex Holdings Inc., is the sole shareholder of Seller and stands to benefit from the purchase and sale contemplated by this Agreement; and

WHEREAS the Parties desire to make certain representations, warranties and agreements in connection with the sale of substantially all of the assets of the Business.

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

### SECTION 1

#### SALE AND TRANSFER OF ACQUIRED ASSETS; CLOSING

**1.1** Acquired Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, (a) Interlink shall sell, convey, assign, transfer and deliver to Trident, and Trident shall purchase and acquire from Interlink, and (b) RVS shall sell, convey, assign, transfer and deliver to Elite, and Elite shall purchase and acquire from RVS, in each case free and clear of any Encumbrances, all of each such Seller’s right, title and interest in and to, subject to Section 1.2, all of the undertaking of the Business as a going concern and all properties, assets, rights and interests of each such Seller used in or related to the Business of every kind and description and wheresoever situate, including without limiting the generality of the foregoing:

- (a) the Tangible Personal Property described in Schedule 1.1(a);
- (b) the telephone listings and email accounts utilized by Seller for the Business listed on Schedule 1.1(b);
- (c) the website domain and URLs utilized by Seller for the Business listed on Schedule 1.1(c);
- (d) the trade names, dba names, Marks and logos listed or identified on Schedule 1.1(d);
- (e) Business customer lists as maintained and access to Seller's customer database as identified on Schedule 1.1(e);
- (f) the software licenses utilized by Seller for the Business listed on Schedule 1.1(f);
- (g) all accounts receivable relating to the Business;
- (h) any benefits payable under all insurance policies relating to the Business in respect of claims based on occurrences prior to the Closing Date, if the assets related to such claims do not form part of Closing Date Adjusted Net Working Capital;
- (i) the full benefit of all warranties, warranty rights (express and implied) against manufacturers or sellers and all maintenance Contracts relating to assets used in or relating to the Business;
- (j) all Intellectual Property used in or relating to the Business;
- (k) all prepaid expenses relating to the Business;
- (l) all books, records, files and documents relating to the Business, including without limitation, books of account, ledgers, journals, sales and purchase records, lists of suppliers, credit information, cost and pricing information, business reports, plans and projections, research and development reports and records, production reports and records, service and warranty records, advertising materials, promotional materials, studies, employee records and all other correspondence, data and information, financial or otherwise, in any format and media whatsoever, related to the Business;
- (m) all goodwill and the going concern value of the Business;
- (n) all of the Contracts to which Seller is a party other than any Contract listed on Schedule 1.2 as an Excluded Asset (the "Assumed Contracts");
- (o) the other assets specifically identified on Schedule 1.1(o); and

(p) all other properties and assets of every kind, character and description, tangible or intangible, owned by Seller and used in connection with the Business, whether or not similar to the items described above.

All of the property and assets to be transferred to Buyer pursuant to this Section 1.1 are referred to collectively as the “Acquired Assets”. The transfer of the Acquired Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Acquired Assets unless Buyer expressly assumes that Liability, together with the Assumed Liabilities, pursuant to Section 1.7.

**1.2** Excluded Assets. Assets with which Seller operates the Business or which are otherwise owned by Seller and which are excluded from the Acquired Assets are listed on Schedule 1.2 (the “Excluded Assets”). Buyer is not acquiring any of the Excluded Assets. The Excluded Assets are not part of the Contemplated Transactions, are specifically excluded from the Acquired Assets, and title thereto shall remain with Seller after the Closing.

**1.3** Consideration. The consideration required for the Acquired Assets will be NINE MILLION EIGHT HUNDRED THOUSAND and 00/100 Dollars (\$9,800,000.00) less the Aggregate Bonus Amount (the “Base Purchase Price”), as the same may be adjusted in accordance with Section 1.6, together with the assumption of the Assumed Liabilities listed on Section 1.7.

**1.4** Calculation of Estimated Price. Seller shall prepare and deliver to Buyer not later than 5 Business Days prior to the Closing Date, a statement (the “Estimated Statement”), certified by the President of each Seller setting forth (i) a good faith estimate of Adjusted Net Working Capital (the “Estimated Closing Date Adjusted Net Working Capital”), and (ii) a calculation of the Estimated Purchase Price, as at the Closing Date, together with reasonable supporting detail for each component thereof. Seller shall make available to Buyer all records and work papers used in preparing the Estimated Statement. The form of Estimated Statement is attached hereto as Exhibit B, which form includes a sample calculation (including the parameters as to how such calculation was performed) (the “Net Working Capital Calculation”).

**1.5** Closing.

(a) The closing of the Contemplated Transactions (the “Closing”) shall occur no later than the 2<sup>nd</sup> Business Day following full satisfaction or written waiver by the Party benefiting therefore of all of the closing conditions set forth in SECTION 8 hereof other than those conditions which by their terms or nature are to be satisfied by the delivery of documents or the taking of actions at the Closing, but subject to the satisfaction or waiver (by the Party entitled to the benefit thereof) of such conditions at the Closing or on such date as is mutually agreeable to the Parties. The Closing will be conducted remotely via the electronic exchange of documents and signatures, unless another place is agreed to in writing by the Parties.

(b) On the Closing Date, Buyer shall pay the Estimated Purchase Price as follows:

(i) by delivering to the Escrow Agent, an amount equal to the Escrow Amount, to be held subject to the Escrow Agreement;

(ii) by delivering to the Representation and Warranty Insurer, an amount equal to the Seller Closing Date Representation and Warranty Costs; and

(iii) as to the remainder (the "Estimated Purchase Price Payment"), to, or to the direction of, Seller.

(c) Unless otherwise indicated, all payments made pursuant to this SECTION 1 or otherwise pursuant to this Agreement by any Party, will be paid to or as directed by the applicable recipient Party by wire transfer, bank draft or other immediately available funds, subject to Law.

#### **1.6 Calculation of the Purchase Price.**

(a) Closing Statement. Within one-hundred twenty (120) days following the Closing Date, Buyer shall prepare and deliver to Seller a statement (the "Closing Statement"), certified by an executive officer of Buyer, setting forth (i) a calculation of the Adjusted Net Working Capital in accordance with the Net Working Capital Calculation (the "Closing Date Adjusted Net Working Capital"), and (ii) a calculation of the Purchase Price. Upon the written request of Seller and subject to execution of customary access letters, Buyer shall reasonably promptly make available to Seller all records and work papers reasonably required by Seller to compute and verify the balances and amounts set forth in the Closing Statement; **provided, however**, that (A) the provision of any information or access pursuant to this Section 1.6(a) will be subject to appropriate confidentiality undertakings, and (B) nothing in this Section 1.6(a) will require any Party to disclose information that is subject to attorney-client privilege.

(b) Protest Notice. Within thirty (30) days after Buyer's delivery of the Closing Statement to Seller, Seller may deliver written notice (the "Protest Notice") to Buyer setting forth the amounts of its specific disputes and objections, and the basis therefor, which Seller may have to the Closing Statement. Any Protest Notice shall specify in reasonable detail the nature of any disagreement so asserted; provided, that, a Protest Notice may only be based on (i) mathematical errors in calculating the amounts set forth in the Closing Statement or (ii) the amounts set forth in the Closing Statement not being determined in accordance with the Net Working Capital Calculation and/or the requirements of this Agreement. Subject to the execution of customary access letters, Buyer shall be permitted to review the supporting schedules, analyses, working papers and other documentation with respect to such Protest Notice. Except for such items that are specifically disputed in the Protest Notice, the items, amounts and calculations set forth on the Closing Statement shall be final, binding and non-appealable by Buyer or Seller. The failure of Seller to deliver such Protest Notice within the prescribed time period will constitute Seller's irrevocable acceptance of the Closing Statement prepared and delivered

by Buyer. If Seller delivers a Protest Notice within the prescribed time period, then Seller and Buyer will use reasonable efforts to resolve any disagreements as to the computation of the Closing Date Adjusted Net Working Capital and Purchase Price as set forth in the Protest Notice, within thirty (30) days after delivery of such Protest Notice. The Parties acknowledge and agree that the Federal Rules of Evidence Rule 408 shall apply to Seller and Buyer during such thirty (30) day period of negotiations and any subsequent dispute arising therefrom.

(c) Resolution of Protest. If Buyer and Seller are unable to resolve any disagreement with respect to the calculation of the Closing Date Adjusted Net Working Capital or Purchase Price as set forth in the Protest Notice, within thirty (30) days following the delivery of any Protest Notice, then either Buyer or Seller may refer the items in dispute to KPMG LLP (the “Independent Accountant”). In such case, Buyer and Seller will jointly retain the Independent Accountant and direct it to render a written report setting forth its determination of the Closing Date Adjusted Net Working Capital and Purchase Price based on its resolution of any and all items in dispute (as set forth in the Protest Notice) that have not already been resolved by Buyer and Seller, not later than forty-five (45) days after acceptance of its retention and in accordance with the provisions of this Section 1.6(c). Seller and Buyer shall, no later than fifteen (15) days following the date of the Independent Accountant’s retention or as otherwise agreed in writing, each submit to the Independent Accountant a binder setting forth their respective computations of the Closing Date Adjusted Net Working Capital and Purchase Price, and specific information, evidence and support for their respective positions as to all items in dispute (as set forth in the Protest Notice) that have not been resolved by Buyer and Seller. Neither Seller nor Buyer shall have or conduct any communication, either written or oral, with the Independent Accountant without the other Party either being present or receiving a concurrent copy of any written communication. Seller and Buyer, and their respective Representatives, shall cooperate with the Independent Accountant during its engagement and respond on a timely basis during business hours and reasonable notice to all requests for information or access to documents or personnel made by the Independent Accountant reasonably necessary to resolve all disputes, all with the intent to fairly and in good faith resolve all disputes relating to the Closing Date Adjusted Net Working Capital and Purchase Price, as promptly as reasonably practicable. The Independent Accountant shall conduct its review, resolve all disputes and, to the extent necessary, compute the Closing Date Adjusted Net Working Capital, and Purchase Price, based solely on the binders submitted by Seller and Buyer (not by independent review, examination or audit of any of the matters set forth therein). The findings and determinations of the Independent Accountant as set forth in its written report shall be deemed final, conclusive and binding upon the Parties. In resolving any disputed item, the Independent Accountant (A) may not assign a value to any particular item greater than the greatest value for such item claimed by either Seller or Buyer, or less than the lowest value for such item claimed by either Seller or Buyer, in each case as presented to the Independent Accountant, (B) shall be bound by the principles set forth in this Section 1.6(c), (C) shall limit its review to matters specifically set forth in the Protest Notice and (D) act in its capacity as an expert, not an arbitrator. The fees and expenses of the Independent Accountant shall be apportioned between Seller, on the one hand, and Buyer, on the other hand, based upon inverse proportion of the disputed amounts resolved in favor of such Party (i.e. so that the prevailing Party bears a lesser amount of such fees and

expenses), as determined by the Independent Accountant and set forth in the report of such Independent Accountant; **provided**, that, initially, any retainer charged by the Independent Accountant shall be shared equally between Buyer and Seller (subject to reconciliation in connection with and pursuant to the foregoing provisions relating to apportionment of Independent Accountant fees and expenses).

(d) Final Determination. Notwithstanding anything to the contrary in this Agreement, any disputes raised in the Protest Notice regarding any of the amounts shown in the Closing Statement shall be resolved solely and exclusively as set forth in this Section 1.6(d). The findings and determinations of the Independent Accountant as set forth in its written report shall be deemed final, conclusive and binding upon the Parties and shall not be subject to collateral attack for any reason, other than fraud or manifest error. The Parties shall be entitled to have a judgment entered on such written report in any court of competent jurisdiction.

(e) Adjustment to Purchase Price. Within five (5) Business Days after the final determination of the Closing Date Adjusted Net Working Capital and Purchase Price pursuant to Section 1.6(d), the Estimated Purchase Price shall be subject to adjustment, on a Dollar for Dollar basis, and be due and payable as follows:

(i) if the Purchase Price as finally determined pursuant to Section 1.6(d) is less than the Estimated Purchase Price, then within five (5) Business Days following such final determination, Buyer and Seller shall execute a joint written instruction directing the Escrow Agent to disburse (x) to Buyer the difference from the Escrow Amount by wire transfer of immediately available funds to the bank account(s) specified in writing by Buyer and (y) to Seller the remaining amount of the Escrow Amount held pursuant to the Escrow Agreement, if any, by wire transfer of immediately available funds to the bank account(s) specified in writing by Seller for the benefit of Seller. In the event that the amount owed to Buyer pursuant to this Section 1.6(e)(i) exceeds the balance of the Escrow Amount, then Seller shall pay to Buyer such excess by wire transfer of immediately available funds to the bank account(s) specified in writing by Buyer; and

(ii) if the Purchase Price as finally determined pursuant to Section 1.6(d) is greater than the Estimated Purchase Price, then within five (5) Business Days following such final determination, (x) Buyer shall pay such excess to Seller, by wire transfer of immediately available funds to the bank account(s) specified in writing by Seller and (y) Buyer and Seller shall execute a joint written instruction directing the Escrow Agent to disburse the Escrow Amount by wire transfer of immediately available funds to the bank account(s) specified in writing by Seller for the benefit of Seller.

**1.7** Assumed Liabilities. On the Closing Date, Buyer shall assume and agree to discharge only (a) the obligations for future performance after the Closing Date under the Assumed Contracts and (b) the Liabilities listed on Schedule 1.7 (collectively, the "Assumed Liabilities").

**1.8 Retained Liabilities.** Retained Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. “Retained Liabilities” means any Liability of Seller other than the Assumed Liabilities, and includes but without limitation, the following:

- (a) all liabilities in respect of all indebtedness of Seller to all Persons;
- (b) liabilities and obligations of Seller accruing at any time prior to the Closing Date under the Assumed Contracts, including, without limitation, any liability for any breach of the Assumed Contracts that arises out of or relates to any occurrence prior to the Closing Date (whether the claim in respect of such breach is made before or after the Closing Date);
- (c) any product liability or similar claim for injury to person or damage to property, regardless of when made or asserted, which arises out of any express or implied representation, warranty, agreement or guarantee made by Seller, or which is imposed by operation of law, in connection with any products sold or services performed by Seller at any time prior to the Closing Date;
- (d) all liabilities for all Taxes payable by Seller to any federal, state, local or other Governmental Body, including, without limitation, any Taxes in respect of or measured by the sale, consumption or performance by Seller of any product or service at any time prior to the Closing Date and any Taxes in respect of all remuneration payable to all Persons employed in the Business at any time prior to the Closing Date;
- (e) all employment related liabilities of whatever type or nature, including those related to salary, bonus, vacation pay, and other compensation and all liabilities under employee benefit and pension plans of Seller relating to all Persons employed in the Business at any time prior to the Closing Date and accruing prior to the Closing Date;
- (f) all termination and severance payments, damages for wrongful dismissal and all related costs in respect of the termination by Seller of the employment of any Active Employee who does not accept Buyer’s offer of employment referred to in Section 5.1(a);
- (g) any liability arising out of any litigation, arbitration or administrative proceedings pending as of the Closing Date or arising out of, relating to any occurrence or event prior to the Closing Date (whether any claim relating to such litigation, arbitration or administrative proceedings is made before or after the Closing Date);
- (h) any liability arising out of or relating to Seller having been in violation of any federal, state or other law or regulation of any government or Governmental Body, domestic or foreign, or any Order;
- (i) liabilities and obligations of Seller relating to or arising from any product sold or service performed as part of the Business at any time prior to the Closing Date;

(j) all obligations for all environmental, health or safety claims and liabilities arising out of the operation of the Business or ownership or use of the Acquired Assets at any time prior to the Closing Date;

(k) all liabilities of Seller relating to tortious conduct arising prior to the Closing Date;

(l) all liabilities and obligations whatsoever of Seller to any of their shareholders or holders of any securities issued by Seller; and

(m) any liability or obligation of Seller incurred in connection with the negotiation, execution or performance of this Agreement and the Contemplated Transactions including, without limitation: (i) all legal, accounting, investment banking, M&A advisory, brokerage, finders and other professional fees and expenses; (ii) any liability or obligation for fees and expenses associated with obtaining the Consents or any other necessary or desirable waivers or approvals of any Governmental Body or third parties in order to carry out the Contemplated Transactions; and (iii) any liabilities or obligations for fees or expenses associated with obtaining the release and termination of any Encumbrances attaching to the Acquired Assets; and

(n) all liabilities for accrued and unpaid management or consulting fees relating to contracts with independent contractors or independent consultants at any time prior to the Closing Date.

**1.9** Allocation of Purchase Price. Following the Closing, Buyer will provide Seller with a statement setting forth Buyer's good faith determination of the manner in which the consideration paid is to be allocated among the assets of Seller for Tax purposes (the "Purchase Price Allocation") which determination shall be subject to the following parameters: total allocation to the fixed assets included in the Acquired Assets shall not exceed \$500,000 and any remaining Purchase Price shall be allocated to good will and going concern value. Seller shall be entitled to review and comment on the Purchase Price Allocation for thirty (30) days and Buyer shall consider such comments in good faith. Buyer and Seller agree to reflect such allocation on IRS Form 8594. Form 8594 shall be prepared by Buyer. Buyer and Seller further agree that: (a) the agreed upon allocation of Purchase Price shall be used in filing all applicable required forms under the Code and all Tax Returns; and (b) they will not take any position inconsistent with such allocation upon any examination of any such Tax Return, in any refund claim or in any Tax litigation.

**1.10** Closing Obligations and Deliveries. In addition to this Agreement and those documents to be delivered under other provisions of this Agreement, at the Closing:

(a) Seller shall execute and deliver to Buyer:

(i) a bill of sale for all of the Acquired Assets that are Tangible Personal Property in the form of Exhibit C, executed by Seller;

(ii) an assignment of all of the Acquired Assets, including but not limited, to (x) intangible personal property, and (y) any and all applicable



leases, agreements and Assumed Contracts in the form of Exhibit D, which assignment shall also contain Buyer's undertaking and assumption of the Assumed Liabilities (the "Assignment and Assumption Agreement"), executed by Seller;

(iii) a counterpart of the Escrow Agreement;

(iv) evidence that all Consents necessary to the Contemplated Transactions have been obtained (which shall consist of the original copies of all Consents required to be obtained in writing);

(v) a certificate of a senior officer of each Seller in the form of Exhibit E stating, among other provisions, that the conditions of Seller set forth in SECTION 2 have been fulfilled in all material respects as of the Closing Date;

(vi) employment agreements and retention bonus agreements executed by each of [REDACTED NAME OF EMPLOYEES] (each, a "Key Active Employee") in the form satisfactory to the parties to such agreements (the "Employment Agreements" and the "Retention Bonus Agreements", respectively);

(vii) an Application for Assignment of Trademark or Service Mark in the form of Exhibit F;

(viii) an Assignment of Trademark in the form of Exhibit G;

(ix) evidence of a tail insurance policy;

(x) voting support agreements in the form of Exhibit I of holders of not less than 66<sup>2/3</sup>rd<sup>s</sup> of the voting shares in the capital of Starrex, committing to support and, if applicable, to vote their interests in favour of the sale of substantially all of the assets of Starrex at the Starrex Meeting;

(xi) a counterpart of the Transition Services Agreement in the form attached as Exhibit J (the "Transition Services Agreement"); and

(xii) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, each in form and substance reasonably satisfactory to Buyer and its legal counsel and executed by Seller ("Supplemental Transaction Documents"); and

(b) Buyer shall execute and deliver to Seller, as applicable:

(i) the Estimated Purchase Price Payment;

(ii) a counterpart of the Assignment and Assumption Agreement;

- (iii) a counterpart of the Escrow Agreement;
- (iv) a certificate of a senior officer of Buyer in the form of Exhibit E stating, among other provisions, that the conditions of Buyer set forth in SECTION 4 have been fulfilled in all material respects as of the Closing Date;
- (v) a counterpart of the Transition Services Agreement;
- (vi) a counterpart of the Employment Agreements;
- (vii) a counterpart of the Assignment of Trademark executed by Buyer; and
- (viii) a counterpart of such other Supplemental Transaction Documents as may reasonably be requested by Seller, each in form and substance reasonably satisfactory to Seller and its legal counsel and executed by Buyer.

**1.11 Assignment of Contracts and Rights.** If any rights, benefits or remedies, including for greater clarity warranties and any warranty rights (hereinafter, in this section, collectively called the “**Rights**”) under any Acquired Assets are not assignable or transferable by Seller to Buyer prior to the Closing Date, then: (i) Buyer may elect, by written notice given to Seller at least three (3) Business Days prior to the Closing Date, to have Seller retain any particular asset, or (ii) failing such election by Buyer, the following provisions will apply:

- (a) Seller will continue to use commercially reasonable efforts to obtain such consents or otherwise make such arrangements as are required to provide for the assignment or transfer the Rights to Buyer after the Closing Time;
- (b) until the Rights are assigned or transferred, Seller will hold the Rights for the benefit of Buyer;
- (c) Seller will, at the request and expense and under the direction of Buyer, in the name of Seller or otherwise as Buyer shall specify, take all such actions and do all such things as shall, in the opinion of Buyer, be necessary or desirable in order that the obligations of Seller under such Acquired Assets may be performed in a manner such that the value of the Rights shall be preserved and shall enure to the benefit of Buyer and such that all moneys receivable under the Acquired Assets may be received by Buyer;
- (d) Seller will promptly pay over to Buyer all such moneys collected by Seller in respect of such Rights; and
- (e) to the extent permitted by the Third Party and provided, in Buyer’s opinion, it would not be prejudicial to Buyer’s rights to do so, Buyer will perform the obligations under such Acquired Asset on behalf of Seller, and will indemnify Seller against all liabilities, costs and expenses incurred from the performance of such obligations.

Provided however, it is understood and agreed that neither this Section 1.11 nor any other provisions of this Agreement or any other document executed pursuant to this Agreement will, or will be deemed to, constitute an assignment or transfer or an attempted assignment or transfer of any Rights until permitted thereby. Once permitted to be transferred or assigned, the particular Rights will be immediately transferred or assigned to Buyer, and Buyer will assume all obligations under such Rights, and the Parties will execute such further assignment agreements or other documents as may be necessary in order to give effect to such assignment.

**1.12 Withholding.** Buyer shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted or withheld with respect to the making of such payment under the Code or any other applicable state, local or foreign Law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts (1) shall, to the extent required by applicable Law, be remitted to the applicable Governmental Body and (2) 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.

## **SECTION 2 REPRESENTATIONS AND WARRANTIES OF SELLER**

Each Seller severally represents and warrants to Buyer with respect to its specific Business and portion of the Acquired Assets as follows, except as set forth in the schedules accompanying this Agreement (the “Disclosure Schedules”). The Parties acknowledge that, unless otherwise indicated, all references, representations, and warranties, relating to “Seller” in this Section 2 are intended to refer to, apply, and be made with respect to each Seller (i.e. Interlinks and RVS) separately as the context requires. Any matters required to be set forth in the Disclosure Schedules shall be included in separate Disclosure Schedules for each Seller.

**2.1 Organization.** Interlink is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Colorado. RSV is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Wyoming. Seller has full company power and authority to conduct its Business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under each Contract by which it is bound.

**2.2 Enforceability; Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon the execution and delivery by Seller of each agreement to be executed or delivered by Seller at the Closing (collectively, the “Seller Closing Documents”), each of Seller’s Closing Documents will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms thereof. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Seller Closing Documents, and to

perform its obligations under this Agreement and the Seller Closing Documents, and such action has been duly authorized by all necessary action by Seller and its shareholders.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time): (i) Breach (A) any provision of any of the Governing Documents of Seller, (B) any Assumed Contract or (C) any resolution adopted by Seller; (ii) Breach or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Legal Requirement or any Order to which any of the Acquired Assets, may be subject; (iii) contravene, conflict with or result in a violation or Breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that relates to the Acquired Assets; or (iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the Acquired Assets.

**2.3** Acquired Assets. Except as set forth in Schedule 2.3, Seller owns good and transferable title to all the Acquired Assets free and clear of any Encumbrances. The Acquired Assets are sufficient for the continued operation of the Business as currently conducted by Seller. The Acquired Assets include all property, with the exception of the Excluded Assets, assets and Intellectual Property, contracts, licenses and rights used by Seller in the conduct of the Business or necessary or required for Buyer to operate the Business after the Closing in a manner substantially equivalent to the manner in which Seller is currently operating the Business, including without limitation, (i) the need for Buyer to acquire or license any other asset, property or Intellectual Property right (ii) the need for Buyer to incur additional expense, and (iii) the breach or violation of any contract.

**2.4** Assumed Contracts. Schedule 2.4 identifies all of the Assumed Contracts. Except as listed on Schedule 2.4, Seller has not entered into any leases, Contracts, agreements or other arrangements with any Third Party in any way related to the Business, other than the Assumed Contracts. True, correct and complete copies of all Assumed Contracts have been made available to Buyer. The Assumed Contracts are each legal, valid, binding and enforceable in accordance with their respective terms with respect to Seller and each other party to such Assumed Contracts. There is no existing default or Breach of Seller under any Assumed Contracts (or event or condition that, with notice or lapse of time or both could constitute a default or Breach), and further, to Seller's Knowledge, there is no such default (or event or condition that, with notice or lapse of time or both, could constitute a default or Breach) with respect to any Third Party to any Assumed Contracts. Seller is not participating in any discussions or negotiations regarding modification of or amendment to any Assumed Contracts or entry into any additional Assumed Contracts.

**2.5** Consents. Schedule 2.5 identifies each Assumed Contract that requires the Consent of or notice to the other party thereto to avoid any Breach, default or violation of such agreement in connection with the Contemplated Transactions, including the assignment of such Assumed Contract to Buyer.

**2.6 Compliance with Legal Requirements and Laws; Governmental Authorizations.** Seller is in compliance with the Legal Requirement to conduct the Business or the operation of any of the Acquired Assets, except to the extent where the failure to comply would not have a Material Adverse Effect on Seller, the Business or the Acquired Assets. Seller possesses each Governmental Authorization necessary to enable it to operate the Business as presently conducted or that otherwise relates to the Acquired Assets. Seller has complied, and is now complying, with all federal, state and local statutes, rules, codes, regulations, restrictions, ordinances, Orders, decrees, approvals, directives, judgments, injunctions, writs, awards and decrees (collectively, “Laws”) applicable to Seller, the Business or the Acquired Assets. There are no events or conditions arising out of the operation of the Business that would prevent Buyer from obtaining Governmental Authorizations necessary to carry on a business similar to the Business. Schedule 2.6 contains a true and complete list of all Governmental Authorizations held by Seller or related to the Business or the Acquired Assets. All Governmental Authorizations are valid, binding and in full force and effect. Seller has not received notice of cancellation, termination or declination to renew any of its Governmental Authorizations. Seller has taken all necessary action to maintain each Governmental Authorizations, except where the failure to so act shall not have a Material Adverse Effect on Seller, the Business or the Acquired Assets. To Seller’s Knowledge, there are no known or anticipated legislative or regulatory changes that could reasonably be expected to have a Material Adverse Effect on Seller or the operation of the Business after the Closing.

**2.7 Legal Proceedings; Orders.** Except as set forth on Schedule 2.7, there is no claim, action, suit, Proceeding, arbitration, audit or investigation (each, an “Action”) of any nature pending or, threatened against or by Seller (a) relating to, involving or affecting the Business or the Acquired Assets or (b) that challenges, seeks to or would prevent, enjoin or otherwise delay the Contemplated Transactions. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action. Seller is not subject to any judgment, decree, injunction, rule or Order of any court or arbitration panel affecting the Business or the Acquired Assets. Except as set forth on Schedule 2.7, Seller is not (and never has been) a party to a settlement, resolution or termination (including plea bargains, pleas of nolo contendere, Consent decrees or Orders) of any action, suit, Proceeding, claim or dispute (whether criminal, administrative or civil) brought or claimed by or involving any Governmental Body or other Person against or involving Seller, the Business or the Acquired Assets. There is no Order to which Seller, the Business or any of the Acquired Assets is subject.

**2.8 Books and Records.** Seller has made available and shall continue to make available to Buyer all books and Records and other information in Seller’s control or possession or reasonably available to Seller relating to the Business or the Acquired Assets. All such books, Records and information are true, correct and complete.

**2.9 Financial Statements.** Attached to this Agreement as Schedule 2.9 are true, complete and correct copies of (a) an unaudited balance sheet of each Seller as of December 31, 2021, and June 30, 2022, together with the related unaudited statements of income, shareholder’s equity and cash flows for the periods then ended, (collectively, the “Financial Statements”). The Financial Statements have been consistently prepared

throughout the periods indicated. The Financial Statements fairly present the financial position of Seller at the dates thereof and the results of operations of Seller and the cash flows for the periods therein indicated. Since June 30, 2022, there has been no material change in the assets or Liabilities, or the business or condition, financial or otherwise, or in the results of operations or prospects, of Seller or in the Business, whether as a result of any legislative or regulatory change, revocation of any license or rights to do business, or as a result of fire, explosion, accident, casualty, labor trouble, stoppage or dispute, flood, drought, riot, storm, condemnation or act of God or other public force or otherwise. Since June 30, 2022, Seller has conducted the Business only in the ordinary course and in a manner consistent with prior business practices. Seller is not, and has not been during the year immediately preceding the execution of this Agreement, insolvent within the meaning of 11 U.S.C. §101(31). Seller is paying its debts in all material respects as they become due (unless such debts are subject to a bona fide dispute).

#### **2.10 Employment Matters.**

(a) Schedule 2.10(a) contains a complete and accurate list of all employees of Seller as of the date of this Agreement, setting forth for each employee: his or her position or title, whether classified as exempt or non-exempt for wage and hour purposes, whether paid on a salary, hourly or commission basis and the employee's actual annual base salary or rates of compensation, bonus potential, date of hire, notice period, business location, status (i.e., active or inactive and if inactive, the type of leave, such as sick leave or maternity/paternity leave, adoption leave, parental leave or on a fixed term contract and estimated duration) any visa or work permit status and the date of expiration, if applicable and the total amount of bonus, retention, severance and other amounts to be paid to such employee at the Closing or otherwise in connection with the Contemplated Transactions (including any severance payments and any "double-trigger" payments or similar payments that are conditioned in part on any event including the consummation of the Contemplated Transactions).

(b) Schedule 2.10(b) except as contained in the Disclosure Schedule contains a complete and accurate list of all independent contractors and consultants engaged by Seller and classified by Seller as other than employees, or compensated other than through wages paid by Seller through its payroll department who performed services for Seller during the prior fiscal year to date, showing for each such individual's role in the business, fee or compensation arrangements.

(c) Except as listed in Schedule 2.10(c), Seller is not a party to any Contract of employment with any employee of Seller, which is not terminable without any obligation to provide notice or payment of any kind in connection with such termination or in accordance with Legal Requirements.

(d) Seller has not made any commitment to any of its employees in respect of any possible employment or increases in compensation by Buyer following the Closing.

(e) To the Knowledge of Seller, there is no officer or employee that is material to the business of Seller, or group of employees or independent contractors or consultants of Seller who has or have indicated an intention to terminate his, her or their employment with Seller, and in the past six (6) months, the employment of no employee that is material to the business of Seller has been terminated for any reason.

(f) Except as set out in the Disclosure Schedule, Seller is and has been in compliance in all material respects with applicable Law and Contracts relating to labor, employment and fair employment practices.

**2.11 Brokers; Finders.** Other than those disclosed on Schedule 2.11, being the sole responsibility of Seller, neither Seller nor any shareholder, member, manager, officer, director or employee thereof nor any Affiliate of Seller has employed any broker, finder or investment banker or incurred any Liability for any investment banking fees, financial advisory fees, brokerage fees or finders' fees in connection with the Contemplated Transactions.

**2.12 Obligations and Liabilities.** There are no material Liabilities or obligations (when taken alone or in the aggregate) associated with the Acquired Assets for which Buyer could be liable other than those that are disclosed in this Agreement or in respect of which consideration has been assigned on the Closing Statement.

**2.13 Intellectual Property.**

(a) Seller IP. Schedule 2.13(a) accurately identifies each item of Intellectual Property used in or held for use in the Business (the "Seller IP") and all intellectual property used in the Business or licensed to Seller that is not Seller IP other than off-the-shelf software used by Seller in the ordinary course of business. All Seller IP is owned solely and exclusively in the name of Seller (other than intellectual property used pursuant to a Third Party license). All Seller IP owned by or developed by or for Seller was developed by (i) employees of Seller within the scope of their employment; or (ii) independent contractors who entered into written contracts with Seller that assigned all right, title and interest in and to any intellectual property rights so developed to Seller. To Seller's knowledge, no employee of Seller has entered into any contract that restricts or limits in any way the scope of Seller IP or requires such employee of Seller to transfer, assign, or disclose information concerning Seller IP to any Third Party. Seller has taken all commercially reasonable steps and precautions necessary to maintain the confidentiality of and otherwise protect and enforce their rights in all proprietary information pertaining to the Seller IP. All Seller IP is, and immediately after the Closing will be, fully transferable and licensable by Buyer without restriction and without payment of any kind to any Third Party. Seller has made all necessary filings and recordations and has paid all required fees and taxes to record and maintain ownership of its patented or registered intellectual property in the United States Patent and Trademark Office, United States Copyright Office and all other applicable federal, state or foreign registries.

(b) Infringement. To Seller's Knowledge, no Third Party is infringing, violating or misappropriating any of Seller IP and the conduct of the Business of Seller as

currently conducted does not infringe, violate or constitute a misappropriation of any intellectual property rights of any Third Party. There are no claims pending that have been brought by Seller against any third-party alleging infringement, misappropriation or other violation of any Seller IP. To the Knowledge of Seller, there are no claims pending against Seller, and Seller has not received any written communication contesting the use or ownership of Seller IP, or alleging that Seller is currently infringing, misappropriating or otherwise violating the intellectual property rights of any Third Party.

(c) Seller Systems. The computer, information technology and data processing systems, facilities and services used by Seller in the Business, including all software, hardware, networks, communications facilities, platforms and related systems and services used therein (collectively, the “Systems”), are reasonably sufficient for the existing needs of Seller and the conduct of the business as currently conducted. In the last twelve months, there has not been any material failure with respect to the Systems that has not been remedied or replaced in all respects. Seller has not experienced any loss, damage, or unauthorized access, disclosure, use or breach of security of any confidential information, Intellectual Property, or other proprietary information, or of any Personal Information (as defined below), in Seller’s possession, custody or control, or otherwise held or processed on its behalf. Seller, to the extent information is not contained on a third-party system, has in place adequate information security and data protection measures and policies (including business continuity, backup and disaster recovery) which are, as a minimum, in compliance with applicable Laws for the Business. There have been no material downtimes or any security incidents in respect of the Systems caused by internal or external factors, such as viruses, denial-of-service attacks or unauthorized entries in the twenty-four (24) months prior to the date hereof.

(d) Data Privacy. In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders) or use of any personally identifiable information from any individuals, including, without limitation, any customers, prospective customers, employees or other third parties (collectively “Personal Information”), to Seller’s Knowledge, Seller is and has been in compliance with all applicable laws in all relevant jurisdictions, Seller’s privacy policies and the requirements of any contract or codes of conduct to which Seller is a party. Seller has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use or disclosure. Seller is and has been in compliance in all material respects with all Laws relating to data loss, theft and breach of security notification obligations. The execution, delivery and performance by Seller of this Agreement will, without the necessity of obtaining consent from any Person, comply with all privacy policies of Seller, all applicable privacy laws and all contracts, whether oral or written, to which Seller is a party relating to data privacy, security or breach notification (including provisions that impose conditions or restrictions on the collection, use storage, transfer or disposal of Personal Information).

**2.14** Taxes. All Tax Returns required to be filed by Seller have been filed with the appropriate governmental agencies in all jurisdictions in which such Tax Returns are required to be filed and all such Tax Returns are true, correct and complete in all material



respects. Seller has timely paid to the appropriate governmental agency and discharged all Taxes due and owing whether or not such Taxes are shown as due and owing on any Tax Return. Seller has not received any notice of assessment or proposed assessment in connection with any Tax Returns, and there are no pending Tax examinations or Tax claims asserted against Seller. Seller has withheld, collected and timely paid over to the appropriate Governmental Body, or is properly holding for such payment when due, all Taxes required by Law to be withheld or collected. Seller has not been notified in writing that it is currently under audit by any Governmental Body or that any Governmental Body intends to conduct such an audit, and no action, suit, investigation, claim or assessment is pending or has been proposed in writing with respect to any alleged deficiency in Taxes. Other than those instances set forth in Schedule 2.14 hereto, Seller has not been audited by any Governmental Body during the past six (6) years. All deficiencies asserted or assessments made as a result of any examinations by any Governmental Body have been fully paid, and there are no other unpaid deficiencies asserted or assessments made by any Governmental Body against Seller. No claim has been made by any Governmental Body in a jurisdiction where Seller does not file Tax Returns, claiming that Seller is or may be subject to taxation by that jurisdiction. There are no Encumbrances relating to any Taxes with regard to any of the assets and properties of Seller.

**2.15** Disclosure. No representation, warranty or Covenant made by Seller in this Agreement, any document to be delivered hereunder or any schedule hereto, as the case may be, contains an untrue statement of a material fact or omits to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading.

### **SECTION 3** **REPRESENTATIONS AND WARRANTIES OF STARREX**

Starrex represents and warrants to Buyer as follows:

**3.1** Organization. Starrex is a corporation duly formed, validly existing and in good standing under the Laws of Canada. Starrex has full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under each contract by which it is bound.

**3.2** Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Starrex, enforceable against Starrex in accordance with its terms. Upon the execution and delivery by Starrex of each agreement to be executed or delivered by Starrex at the Closing, if any (collectively, the "Starrex Closing Documents"), each of the Starrex Closing Documents will constitute the legal, valid and binding obligation of Starrex, enforceable against Starrex in accordance with its terms thereof. Starrex has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Starrex Closing Documents, and to perform its obligations under this Agreement and the Starrex Closing Documents, and, subject only to the approval of the sale of the Acquired

Assets s by the shareholders of Starrex at the Starrex Meeting, such action has been duly authorized by all necessary action by Starrex and its shareholders.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time): (i) Breach: (A) any provision of any of the Governing Documents of Starrex; or (B) any resolution adopted by Seller; (ii) Breach or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Legal Requirement or any Order to which any of the Acquired Assets, may be subject; (iii) contravene, conflict with or result in a violation or Breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that relates to the Acquired Assets; or (iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the Acquired Assets.

#### SECTION 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Each Buyer severally represents and warrants to Seller with respect to itself as follows:

**4.1 Organization and Good Standing.** Trident is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Georgia, and Elite is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Illinois. Buyer has full company power and authority to conduct its business as it is now conducted, and in all states in which it conducts its operations.

**4.2 Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the Assignment and Assumption Agreement, and each other agreement to be executed or delivered by Buyer at Closing (collectively, the “Buyer Closing Documents”), each of the Buyer Closing Documents will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Buyer Closing Documents and to perform its obligations under this Agreement and the Buyer Closing Documents, and such action has been duly authorized by all necessary corporate action of Buyer.

(b) Neither the execution and delivery of this Agreement and the Buyer Closing Documents by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer will give any Person the right to prevent, delay or otherwise interfere with any of the Contemplated Transactions pursuant to: (i) any provision of Buyer’s Governing Documents; (ii) any Legal Requirement or Order to which

Buyer may be subject; or (iii) any Contract to which Buyer is a party or by which Buyer may be bound. Buyer is not and will not be required to obtain any Consent from any Person in connection with the execution and delivery of this Agreement, the Buyer Closing Documents or the consummation or performance of any of the Contemplated Transactions.

**4.3** Legal Proceedings; Orders. Except as set forth on Schedule 4.3, there is no Action of any nature pending or, threatened against or by Buyer which could (a) relate to, involve or affect the Business or the Acquired Assets or (b) challenge, seek to or would prevent, enjoin or otherwise delay the Contemplated Transactions. To Buyer's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action. Buyer is not subject to any judgment, decree, injunction, rule or Order of any court or arbitration panel that could affect the Business or the Acquired Assets. Buyer is not (and never has been) a party to a settlement, resolution or termination (including plea bargains, pleas of nolo contendere, Consent decrees or Orders) of any action, suit, Proceeding, claim or dispute (whether criminal, administrative or civil) brought or claimed by or involving any Governmental Body or other Person against or involving Buyer, or its Business, except as set forth on Schedule 4.3. There is no Order to which Buyer is subject that would have a Material Adverse Effect on the Business or any of the Acquired Assets, or which would prevent Buyer's satisfaction of the Assumed Contracts.

**4.4** Brokers or Finders. Except as set forth on Schedule 4.4, neither Buyer nor any of its Representatives have incurred any obligation or Liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with the Contemplated Transactions.

**4.5** Disclosure. No representation, warranty or Covenant made by Buyer in this Agreement, any document to be delivered hereunder or any schedule hereto, as the case may be, contains an untrue statement of a material fact or omits to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading.

## SECTION 5 ADDITIONAL COVENANTS

### **5.1** Employees and Employee Benefits.

(a) Potential Employment of Seller Employees. Concurrently with the execution of this Agreement, Elite shall make an offer of employment to the Key Active Employees of Seller, and at such compensation and benefits and on such other terms and conditions, as mutually agreed between Elite and each such Key Active Employee. Within thirty (30) days of Closing, Buyer shall make offers of employment to the Active Employees of Seller that it intends to hire (without duplication of the offers to be made to the Key Active Employees pursuant to the immediately preceding sentence). For the purpose of this Agreement, the term "Active Employees" shall mean all employees employed by Seller on the date of this Agreement. The Active Employees who accept such

offers of employment are referred to as the “Hired Active Employees.” Seller shall use reasonably commercial efforts to assist Buyer in employing the Active Employees.

(b) Salaries and Benefits. Seller shall be responsible for the payment of all wages, benefits and other remuneration due to Hired Active Employees with respect to their services as employees of Seller through the term that such individuals remain employees of Seller. Buyer shall be responsible for the payment of all wages, benefits and other remuneration due to Hired Active Employees accruing from the date that such individuals become employees of Buyer.

(c) Key Active Employee Retention Bonus. Buyer agrees to pay to the Key Active Employees retention bonuses equal to the Aggregate Bonus Amount, in the aggregate, pursuant to the Retention Bonus Agreements no later than 30 days following the Closing Date according to Buyer’s standard payroll practices; provided that in no event will Buyer be required to pay any such bonus to any Key Active Employee who does not execute his or her respective Retention Bonus Agreement on or before the Closing Date.

**5.2** Assistance in Proceedings. Each of Seller and Buyer will reasonably cooperate with the other party and its counsel, as applicable, in the contest or defense of, and make available its personnel and provide any testimony and access to its books and Records in connection with, any Proceeding involving or relating to (a) the Contemplated Transactions or (b) any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction arising on or before the Closing Date involving Seller or Buyer, as applicable, provided that neither Seller or Buyer shall be required to incur any unreasonable cost or expense in connection with such cooperation, and further provided that the interests of Seller or Buyer, as the case may be, in any such Proceeding are not adverse to the interests of Seller or Buyer, as applicable, in such Proceeding. Any reasonable costs or expenses incurred by Seller or Buyer, as the case may be, in connection with any cooperation provided pursuant to the provisions of this Section 5.2 shall be promptly reimbursed by Seller or Buyer, as applicable.

**5.3** Noncompetition by Seller and Starrex.

(a) As a material inducement for Buyer to purchase the Acquired Assets from Seller pursuant to the terms and conditions of this Agreement, for five (5) years (the “Restricted Period”) from the Closing Date, neither Starrex, Seller nor any of their subsidiaries, and subject to any agreement entered into between Buyer and Key Active Employees, each of Starrex and Seller shall cause their affiliates, principals, officers and directors (while such individuals are officers and directors of Starrex or Seller, as applicable), not to, directly or indirectly, anywhere in the geographic area in which Seller conducted and operated its business or actively planned to operate its business prior to the Closing, and all counties contiguous thereto, invest in, own, manage, operate, finance, control, advise, render services to or guarantee the obligations of any Person engaged in or planning to become engaged in a real estate appraisal management business or a real estate appraisal business where such services are not merely incidental to the principal business.

(b) If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in Section 5.3(a) is invalid or unenforceable, then the Parties agree that the court or tribunal will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 5.3 will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Section 5.3 is reasonable and necessary to protect and preserve Buyer's legitimate business interests and the value of the Acquired Assets and to prevent any unfair advantage conferred on each Seller.

**5.4** Nonsolicitation. Seller, nor any party subject to the noncompetition provisions contained herein shall, during the Restricted Period, in any manner, directly or indirectly or by assisting any other Person, (i) recruit or hire away or attempt to recruit or hire away any employee of Buyer, (ii) solicit, lure away, interfere with or attempt to solicit, lure away or interfere with any customer of Buyer or any other relationships of Buyer applicable to the Business, or (iii) solicit, lure away, interfere with or attempt to solicit, lure away or interfere with any supplier, in each case, for themselves or on behalf of any other Person, without the prior written Consent of Buyer.

**5.5** Nondisparagement. Seller nor any party subject to the noncompetition provisions contained herein shall at any time make, publish or communicate to any Person, or in any public forum, any defamatory or disparaging remarks, comments or statements concerning Buyer or its Affiliates or its or their respective businesses (including the Business), or any of their respective employees, officers, shareholders, members, managers, directors, customers, suppliers, investors and other associated Third Parties. Furthermore, Seller nor any party subject to the noncompetition provisions contained herein shall take any action which is intended, or would reasonably be expected, to harm the Business or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Business. For purposes of this Section, "disparaging" shall mean any negative statement, whether written or oral, about Buyer, or any Affiliate of Buyer. This Section does not, in any way, restrict or impede Seller from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable Law, a valid Order of a court of competent jurisdiction or a Governmental Body; provided that such compliance does not exceed that required by Law or Order. Seller shall promptly provide to Buyer written notice of any such Order.

**5.6** Further Assurances. The Parties shall cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Contemplated Transactions.

**5.7** Injunctive Relief. Any remedy at Law for any Breach of the provisions contained in this Section 5 shall be inadequate and impossible to calculate, and Buyer or Seller shall each be entitled to seek injunctive relief in addition to any other remedy Buyer or Seller might have hereunder, without the requirement to post bond or other security therefor.

**5.8** Corporate Name. After the Closing, Seller shall immediately cease using the names “Property Interlink” and “Reliable Valuation Service”, other than as may be required by Seller or Starrex pursuant to any Tax Returns, filings with a Governmental Body or pursuant to applicable securities laws in connection with historical references required to comply with continuous or other disclosure requirements.

**5.9** Exclusivity.

(a) Seller and Starrex each acknowledge and agree that, commencing on the date of this Agreement and until the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms (the “**Exclusivity Period**”), Buyer shall have the sole and exclusive right to purchase the Acquired Assets and to carry out the Contemplated Transactions.

(b) During the Exclusivity Period, none of Seller or Starrex shall, and none of them shall authorize or permit any of their officers, directors, employees or agents, directly or indirectly, to:

(i) solicit, initiate, encourage or induce the submission of any proposal or offer (an “**Acquisition Proposal**”) from any Person relating to the acquisition of any or all of the Acquired Assets or the shares of Seller or any merger, amalgamation or other business combination or similar transaction by Seller or Starrex with any other Person;

(ii) participate in any discussions or negotiations regarding any Acquisition Proposal;

(iii) furnish any information to any Person in connection with or in response to an Acquisition Proposal; or

(iv) enter into or execute any letter of intent or other binding or non-binding Contract contemplating or otherwise relating to any Acquisition Proposal.

(c) If Seller or Starrex receive any Acquisition Proposal at any time during the Exclusivity Period, Seller or Starrex, as applicable, shall promptly advise Buyer and provide to it all material facts contained in such Acquisition Proposal.

(d) Seller and Starrex hereby represent and warrant that they have suspended all prior discussions and negotiations, if any, with any other Person regarding any Acquisition Proposal.

(e) Seller and Starrex acknowledge that the agreements contained in this Section 5.9 are an integral part of the Contemplated Transactions, and that without these agreements Buyer would not enter into this Agreement.

**5.10 Conduct of Business during Interim Period.**

(a) Positive Covenants

(i) During the Interim Period, unless Buyer provides its consent in writing, Seller will:

(A) use and maintain the Acquired Assets and operate the Business in accordance with the Ordinary Course of the Business;

(B) use best efforts to ensure that the representations and warranties in SECTION 2 hereof remain true and correct at the Closing Time, with the same force and effect as if such representations and warranties were made at and as of the Closing Time;

(C) use best efforts to preserve the Acquired Assets, the Business, Seller's goodwill and relationships with customers, suppliers and others with whom Seller has business dealings, to keep available the services of the Active Employees and to maintain in full force and effect all Contracts to which Seller is a party;

(D) maintain the books, records and accounts of the Business in the Ordinary Course of the Business and record all transactions on a basis consistent with past practice;

(E) keep in full force all insurance policies currently held by Seller;

(F) take all actions within the control of Seller to perform all obligations of Seller falling due during the Interim Period under all Contracts to which Seller is a party or by which Seller is bound in relation to the Business and the Acquired Assets; and

(G) take all other actions reasonably requested by Buyer in order that the Acquired Assets and the Business will not be impaired during the Interim Period.

(b) Negative Covenants

(i) During the Interim Period, unless Buyer provides its consent in writing, Seller shall not:

(A) create, incur or assume any Encumbrance upon any of the Acquired Assets;

(B) sell or otherwise dispose of any of the Acquired Assets other than sales of inventory in the Ordinary Course of the Business;

(C) terminate or waive any right of substantial value of the Business;

(D) enter into any Contract or amend any Contract, other than agreements made in the Ordinary Course of the Business consistent with past practice and which involve obligations of more than twenty-five thousand dollars (\$25,000), or terminate any Contract;

(E) delay or postpone payment of accounts payable other than in the Ordinary Course of the Business; or

(F) without limiting the generality of the foregoing, take any action which would result in a breach of the representation and warranty contained in SECTION 2 hereof assuming that such representation and warranty was made as of the Closing Time.

**5.11 Notice of Certain Events.** During Interim Period, Seller will, as soon as possible, notify Buyer of:

(a) any facts that come to Seller's attention which would or could reasonably be expected to cause or constitute a breach of any of Seller representations and warranties contained in this Agreement;

(b) any facts that come to the attention of Seller occurring after the date of this Agreement which would or could reasonably be expected to cause or constitute a breach of any such representation and warranty if it had been made at the time of occurrence or discovery of such fact;

(c) of any fact, matter or occurrence that would have a Material Adverse Effect on the Business or any of the Acquired Assets;

(d) the occurrence of any breach of any covenant made by Seller pursuant to this SECTION 5;

(e) the occurrence of any event that may make the satisfaction of any of the conditions contained in Sections 8.1 or 8.2 impossible or unlikely;

(f) without limiting the generality of the foregoing, any communication received from any Person alleging that the consent of such Person (or another Person) is or may be required in connection with the Contemplated Transactions or that such consent will or may be withheld or be unobtainable on a timely basis or without unreasonable effort or expense;

(g) any communication received from any Governmental Body in connection with the Contemplated Transactions; and



(h) without limiting the generality of the foregoing, any claims, investigations or proceedings commenced or threatened against Seller or Starrex in relation to the Acquired Assets or the Business that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 2.7 hereof or which relate to the consummation of the Contemplated Transactions.

**5.12 Proceedings for Transfer of Purchased Assets.** At or before the Closing Time, subject to Section 1.11, Seller will cause all necessary steps and corporate proceedings to be taken in order to authorize and permit the Acquired Assets to be duly and regularly transferred to Buyer.

**5.13 Obtaining Consents.** Seller will use commercially reasonable efforts to obtain, prior to the Closing Date, the Consents referred to in Section 2.5 hereof.

**5.14 Covenants to Fulfill Conditions.** During the Interim Period, Seller will use best efforts, and will co-operate with Buyer, in causing the conditions in Sections 8.1 and 8.2 hereof to be satisfied prior to the Closing Time (including, without limitation, the execution and delivery of any documents reasonably required in connection with satisfying such conditions). Provided, however, that Seller will provide to Buyer, for its review and approval, any such documents prior to submitting such documents to the applicable Persons.

**5.15 Conveyances of Assets.** Prior to the Closing Time, Seller will discharge any and all Encumbrances on the Acquired Assets, in form acceptable to Buyer, acting reasonably. At the Closing Time, Seller will deliver to Buyer good and marketable title to and exclusive possession of the Acquired Assets, free and clear of any and all Encumbrances.

**5.16 Starrex Meeting.** Starrex shall:

(a) convene and conduct the Starrex Meeting in accordance with its constating documents and Law on or before November 15, 2022, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Starrex Meeting without the prior written consent of Buyer;

(b) solicit proxies: (i) in favour of the special shareholders' resolution to approve the sale of the Acquired Assets (the "Purchase Resolution") at the Starrex Meeting; and (ii) against any resolution submitted by any shareholders of Starrex that is inconsistent with the Purchase Resolution and the completion of any of the Contemplated Transactions;

(c) provide Buyer with copies of or access to information regarding the Starrex Meeting generated by any dealer or proxy solicitation services firm, as requested from time to time by Buyer;

(d) consult with Buyer in fixing the date of the Starrex Meeting, give notice to Buyer of the Starrex Meeting and allow Buyer's representatives and legal counsel to attend the Starrex Meeting;

(e) promptly advise Buyer, at such times as Buyer may reasonably request, as to the aggregate tally of the proxies received by Starrex in respect of the Purchase Resolution;

(f) promptly advise Buyer of any communication (written or oral) from any Starrex shareholder or group of Starrex shareholders in opposition to the sale of the Acquired Assets; and

(g) at the request of Buyer, adjourn or postpone the Starrex Meeting to a date specified by Buyer that is not later than fifteen (15) Business Days after the date on which the Starrex Meeting was originally scheduled.

#### **5.17 The Starrex Circular.**

(a) Starrex shall promptly prepare and complete, in consultation with Buyer, the Starrex Circular together with any other documents required by Law in connection with the Starrex Meeting and the purchase and sale of the Acquired Assets, and Starrex shall, promptly cause the Starrex Circular and such other documents to be filed and sent to each shareholder of Starrex and other Person as required by Law, in each case so as to permit the Starrex Meeting to be held by the date specified in Section 5.16(a).

(b) Starrex shall ensure that the Starrex Circular complies with Law, does not contain any Misrepresentation and provides the shareholders of Starrex with sufficient information to permit them to form a reasoned judgment concerning the matters to be placed before the Starrex Meeting. Without limiting the generality of the foregoing, the Starrex Circular must include a statement that the board of directors of Starrex has unanimously determined that the Purchase Resolution is in the best interests of Starrex and recommends that the shareholders of Starrex vote in favour of the Purchase Resolution.

(c) Starrex shall, at Buyer's request, give Buyer and its legal counsel a reasonable opportunity to review and comment on drafts of the Starrex Circular and other related documents, and shall give reasonable consideration to any comments made by Buyer and its counsel, and agrees that all information relating solely to Buyer included in the Starrex Circular must be in a form and content satisfactory to Buyer, acting reasonably.

(d) Each Party shall promptly notify the other Parties if it becomes aware that the Starrex Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and Starrex shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the shareholders of Starrex and, if required by Law, file the same with any Governmental Body as required.

## **SECTION 6 INDEMNIFICATION; REMEDIES**

**6.1 Survival.** All representations and warranties contained in, or arising out of, this Agreement shall survive the Closing hereunder for a period of twenty-four (24) months after the Closing Date; provided, however, that the Fundamental Representations shall

survive indefinitely after the Closing Date; and the representations made under Section 2.14 (Taxes) shall survive until sixty (60) days beyond the applicable statute of limitations related thereto. All Covenants of Seller will survive the Closing in accordance with their terms; provided, however, the obligations of Seller under Section 6.3(d) shall survive for a period of sixty (60) days following expiration of the applicable statute of limitations with respect to the Taxes subject thereto. In the event notice of any claim for indemnification under Sections 6.2 or 6.3 shall have been duly given within the applicable survival period, the representations and warranties that are the subject of such indemnification claim shall survive until such time as such claim is finally resolved, but only as to such claim. The Covenants and agreements of the Parties set forth in this Agreement and the indemnification obligations of the Parties hereunder shall survive indefinitely except as expressly provided herein.

**6.2** Indemnification and Reimbursement by Seller. Seller will indemnify and hold harmless Buyer and its Representatives, members, subsidiaries and Related Persons (collectively, the “Buyer Indemnified Persons”), and will reimburse the Buyer Indemnified Persons for any loss, Liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys’ fees and expenses) or diminution of value, whether or not involving a Third-Party Claim (collectively, “Damages”), arising from or in connection with:

(a) any Breach or inaccuracy of any representation or warranty made by Seller in (i) this Agreement, (ii) any documents to be delivered under any provision of this Agreement, or (iii) any other certificate, document, writing or instrument delivered by Seller pursuant to this Agreement;

(b) any Breach of any Covenant or obligation of Seller in this Agreement or in any other certificate, document, writing or instrument delivered by Seller pursuant to this Agreement;

(c) any fraud, intentional misrepresentation or willful misconduct (collectively “Fraud”) of Seller in connection with this Agreement or any document to be delivered hereunder;

(d) any Liability of Seller for any Taxes resulting from any event or occurrence prior to the Closing Date;

(e) any claim, challenge, lawsuit, Proceeding or other dispute, the cause for which occurred or existed with respect to the ownership, operation and maintenance of the Business or the Acquired Assets prior to the Closing Date, including with respect to any Retained Liabilities, any Liability of Seller arising under Section 5.1(b), or any other Liability of Seller which accrued prior to Closing, except the Assumed Liabilities;

(f) any claim asserted or held by any current or former securityholder of Seller: (i) relating to this Agreement or any of the Contemplated Transactions contemplated hereby; (ii) alleging that such Person is owed or entitled to any consideration hereunder; or (iii) any Person involving a right or entitlement or an alleged right or

entitlement to indemnification, reimbursement of expenses pursuant to Seller's governing documents or written agreement between Seller and such Person in effect as of the Closing Date;

(g) any claim or legal proceeding arising out of or resulting from the misclassification of any individual who has held or holds the title of staff appraiser, including any failure to comply with the Fair Labor Standards Act or any state or local wage and hour law with respect to the staff appraiser title;

(h) any claim or legal proceeding alleging the occurrence of facts or circumstances that, if true, would entitle a Buyer Indemnified Person to indemnification hereunder; or

(i) any legal proceeding commenced by any Buyer Indemnified Person for the purpose of enforcing any of its rights under this Section 6.2.

**6.3** Indemnification and Reimbursement by Buyer. Buyer will defend, indemnify and hold harmless Seller and its Representatives, shareholders, subsidiaries and Related Persons (collectively, the "Seller Indemnified Persons"), and will reimburse Seller Indemnified Persons, for any Damages arising from or in connection with:

(a) any Breach of any representation or warranty made by Buyer in (i) this Agreement, (ii) any documents to be delivered under any provision of this Agreement, or (iii) any other certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(b) any Breach of any Covenant of Buyer in this Agreement or in any other certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(c) any Fraud of Buyer in connection with this Agreement or any document to be delivered hereunder;

(d) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on Buyer's behalf) in connection with the Contemplated Transactions;

(e) any claim, challenge, lawsuit, Proceeding or other dispute, the cause for which occurred or existed with respect to the ownership, operation and maintenance of the Business or the Acquired Assets after the Closing Date; or

(f) any Assumed Liabilities.

**6.4** Limitations on Amount; Determination of Damages.

(a) Subject to Section 6.4(b), Buyer's sole recourse with respect to Seller's indemnification obligations under Section 6.2(a) shall be to and under:

- (i) Section 7.2; and
- (ii) the Representation and Warranty Insurance Policy.

(b) With respect to Losses under Section 6.2(a), (i) first, the Buyer Indemnified Persons shall bear on a cumulative basis Losses under Section 6.2(a) up to amount equal to \$50,000.00 (the “Deductible”); (ii) second, after the Buyer Indemnified Persons have incurred on a cumulative basis Losses under Section 6.2(a) against the Retention Escrow Amount, until exhausted; and (iii) third, after the Buyer Indemnified Persons have incurred on a cumulative basis Losses under Section 6.2(a) equal to the Deductible and the Retention Escrow Amount have been exhausted, pursuant to claims asserted under the Representation and Warranty Insurance Policy for such Losses;

(c) The limitations set forth in Section 6.4(a) and the order of payments described in Section 6.4(b) shall not apply to: (i) a breach of any of the Fundamental Representations; (ii) a breach of any of the Tax Representations and Warranties; or (iii) Losses under Section 6.2(b)-6.2(h), for which the Buyer Indemnified Persons may recover directly from Seller.

(d) Notwithstanding anything in this Agreement to the contrary, if any representation or warranty contained in this Agreement is qualified by materiality, “Material Adverse Effect” or a derivative thereof, such qualification will be ignored and deemed not included in such representation or warranty for purposes of calculating the amount of Damages with respect to such breach or inaccuracy.

**6.5** Payment. Upon the determination of an obligation to indemnify under this Section 5.16, the Indemnified Person (defined below) shall pay the indemnity amount to the Indemnifying Person (defined below), in cash or other immediately available funds within thirty (30) days after such determination. Upon the payment in full of any claim, the said Indemnified Person shall be subrogated to the rights of the said Indemnifying Person against any Person, firm or corporation with respect to the subject matter of such claim. All indemnification payments made under this Section 5.16 shall be deemed to be an adjustment to the Purchase Price.

#### **6.6** Third-Party Claims.

(a) Promptly after receipt by a Person entitled to indemnity under Section 6.2 or 6.3 (an “Indemnified Person”) of notice of the assertion of a Third-Party Claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such section (an “Indemnifying Person”) of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any Liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person’s failure to give such notice.

(b) If an Indemnified Person gives notice to the Indemnifying Person pursuant to Section 6.6(a) of the assertion of a Third-Party Claim, the Indemnifying Person

shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate, or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Section 5.16 for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Person without the Indemnified Person's Consent unless: (A) there is no finding or admission of any violation of Legal Requirement or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no Liability with respect to any compromise or settlement of such Third-Party Claims effected without its Consent. If notice is given to an Indemnifying Person of the assertion of any Third-Party Claim and the Indemnifying Person does not, within fifteen (15) days after the Indemnified Person's notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person will be bound by any determination made in such Third-Party Claim or any compromise or settlement effected by the Indemnified Person.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it or its Related Persons other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its Consent (which may not be unreasonably withheld).

(d) With respect to any Third-Party Claim subject to indemnification under this Section 5.16: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person is not represented by its own counsel; and (ii) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(e) With respect to any Third-Party Claim subject to indemnification under this Section 5.16, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that: (i) it will use its commercially reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable Law and rules of procedure); and (ii) all communications between any Party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

**6.7 Non-Third Party Claims.** The Indemnified Person will notify the Indemnifying Person in writing promptly of its discovery of any claim or demand, or other circumstance or state of facts which is reasonably likely to give rise to any claim or demand, for which an Indemnifying Person may be liable to an Indemnified Person hereunder that does not involve a Third-Party Claim (a “Claim Notice”). Such notice shall (i) state that the Indemnified Person has paid or properly accrued Damages or anticipates that it will incur liability for Damages for which such Indemnified Person is entitled to indemnification pursuant to this Agreement, and (ii) describe the claim or demand in reasonable detail and indicate the amount (estimated, if necessary to the extent feasible) of the Damage that has been or are reasonably likely to be incurred by the Indemnified Person. If, within thirty (30) days after a Claim Notice is received by an Indemnifying Person, the Indemnifying Person does not contest such Claim Notice in writing to the Indemnified Person, the Indemnifying Person shall be conclusively deemed to have consented to the recovery by the Indemnified Person of the full amount of Damages specified in the Claim Notice in accordance with this Section 5.16, and, without further notice, to have stipulated to the entry of a final judgment for damages against the Indemnifying Person for such amount in any court having jurisdiction over the matter where venue is proper.

**6.8 Exclusive Remedy.** Buyer and Seller acknowledge and agree that the foregoing indemnification provisions in this Section 5.16 shall be the exclusive remedy of Buyer and Seller with respect to the Contemplated Transactions.

## **SECTION 7 REPRESENTATION AND WARRANTY INSURANCE POLICY**

**7.1 Seller Co-operation with Representation and Warranty Insurance Policy.** Seller shall co-operate with Buyer’s efforts and provide assistance as reasonably requested by Buyer to obtain and bind the Representation and Warranty Insurance Policy.

**7.2 Costs of the Representation and Warranty Insurance Policy.** Buyer on the one hand, and Seller on the other hand shall each be responsible for paying one-half all Representation and Warranty Insurance Costs. Notwithstanding the foregoing, Seller will not have liability with respect to any deductible or retention amount that comprises a Representation and Warranty Insurance Cost unless Buyer has provided written notice of the claim(s) under the Representation and Warranty Insurance Policy in respect of which such amount is payable before the date that is 24 months following the Closing Date.

7.3 Seller acknowledges and agrees that (a) the Representation and Warranty Insurance Policy only provides limited rights of recovery with respect to the representations and warranties contained in Exhibit G to the Representation and Warranty Insurance Policy, (b) the representations and warranties contained in Exhibit G to the Representation and Warranty Insurance Policy are narrower than and not identical to the representations and warranties contained in Section 2, (c) except for the representations and warranties contained in Exhibit G to the Representation and Warranty Insurance Policy, in no event are any of the representations and warranties contained in Section 2 insured or otherwise covered by the Representation and Warranty Insurance Policy and no claims may be made under the policy or against the insurer with respect thereto, (d) the Seller Parties are to produce the schedules that are responsive to the representations and warranties contained in Exhibit G to the Representation and Warranty Insurance Policy, and (e) the insurer under the Representation and Warranty Insurance Policy may rely on the schedules that are responsive to the representations and warranties contained in Exhibit G to the Representation and Warranty Insurance Policy with respect to policy administration, coverage decisions and interpretation pursuant to the Representation and Warranty Insurance Policy.

## SECTION 8 CONDITIONS AND TERMINATION

8.1 Mutual Conditions to Closing. Notwithstanding anything herein contained, the obligations of the Parties to complete the Contemplated Transactions provided for herein will be subject to the fulfilment of the following conditions at or prior to the Closing Time (and the Parties shall use commercially reasonable efforts to cause such conditions to be fulfilled insofar as they relate to matters within their respective control):

(a) the sale of the Acquired Assets shall be approved by the shareholders of Starrex at the Starrex Meeting;

(b) there shall not be in force any order or decree restraining or enjoining the consummation of the Contemplated Transactions;

(c) Buyer shall enter into a sublease with Seller in the form attached as Schedule 8.1(c);

(d) no material action or proceeding shall be pending or threatened by any Governmental Body and there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Body or similar agency, domestic or foreign, that would:

(i) prevent consummation of any of the Contemplated Transactions;

(ii) cause any of the Contemplated Transactions to be rescinded following consummation;



(iii) materially and adversely impact upon the right of Buyer, directly or indirectly, to own the Acquired Assets or to undertake in the Business; or

(iv) have a Material Adverse Effect on the right of the Parties to own their respective assets and to operate their businesses (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect).

**8.2 Conditions of Buyer to Closing.** Notwithstanding anything herein contained, the obligations of Buyer to complete the Contemplated Transactions will be subject to the fulfilment of the following conditions at or prior to the Closing Time (and the Parties shall use commercially reasonable efforts to cause such conditions to be fulfilled insofar as they relate to matters within their respective control):

(a) all of the representations and warranties of Seller made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing Time and with the same effect as if made at and as of the Closing Time (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby);

(b) Seller shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by them at or prior to the Closing Time;

(c) Buyer shall have received a certificate dated as at the Closing Date in form satisfactory to Buyer and its solicitors, acting reasonably, signed by a senior officer or director of Seller, certifying the truth and correctness in all material respects of the representations, warranties and covenants of Seller and Starrex set out in this Agreement; and

(d) no occurrence, act or state of facts shall have occurred during the Interim Period that would have a Material Adverse Effect on the Business or the Acquired Assets.

**8.3 Conditions of Seller to Closing.** Notwithstanding anything herein contained, the obligations of Buyer to complete the Contemplated Transactions will be subject to the fulfilment of the following conditions at or prior to the Closing Time (and the Parties shall use commercially reasonable efforts to cause such conditions to be fulfilled insofar as they relate to matters within their respective control):

(a) all of the representations and warranties of Buyer made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing Time and with the same effect as if made at and as of the Closing Time (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby);

(b) Buyer shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it at or prior to the Closing Time; and

(c) Seller shall have received a certificate dated as at the Closing Date in form satisfactory to Seller and its solicitors, acting reasonably, signed by a senior officer or director of Buyer, certifying the truth and correctness in all material respects of the representations, warranties and covenants of Buyer set out in this Agreement.

**8.4** Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) by either Buyer or Seller if a material breach of any of Sections 5.9-5.12, 5.16 or 5.17 has been committed by the other Party (other than as a result of the failure of the notifying Party to have complied with its obligations hereunder) and such breach, if curable, has not been cured by the earlier of: (i) ten (10) Business Days following receipt of written notice by Buyer or Seller, as the case may be, stating its intention to terminate this Agreement pursuant to this Section 8.4(a); and (ii) the Outside Date;

(b) by either Buyer or Seller if: (i) the condition set forth in Section 8.1(a) has not been satisfied by 5:00 pm local Calgary time on November 15, 2022 (or such later date to which the Starrex Meeting is adjourned or postponed at the request of Buyer under Section 5.16(g)); or (ii) the Contemplated Transactions have not been completed by November 30, 2022 (the "Outside Date"), or such later date as the Parties may agree in writing (except where the Contemplated Transactions have not been completed due to the failure of the notifying party to comply with its obligations hereunder); or

(c) by mutual written consent of Seller and Buyer.

**8.5** Implications of Termination. If this Agreement is terminated in accordance with Section 8.4, all further obligations of the Parties under this Agreement will terminate, except that the rights and obligations and interpretation provisions set forth in the following sections will survive such termination, Sections 8.5, 8.6, 9.1, 9.2, 9.9 through 9.27 and Exhibit A and provided that neither the termination of this Agreement nor anything contained in this Section 8.5 shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination nor shall it limit any Party's rights to pursue any legal remedies available to it under applicable Law.

**8.6** Expense Reimbursement.

(a) Despite any other provision in this Agreement relating to the payment of fees and expenses, in the event that the Agreement is terminated by any Party as a result of: (i) the failure to satisfy the condition set out in Section 8.1(a); (ii) a breach by Starrex of its covenants contained in Sections 5.16 or 5.17, Seller shall pay Buyer the sum of Two Hundred Thousand Dollars (\$200,000.00) as liquidated damages and reimbursement of the expenses incurred in connection with this Agreement.

(b) The sum payable by Seller to Buyer pursuant to Section 8.6(a), if any, shall be payable by wire transfer of immediately available funds simultaneously with the termination of this Agreement for the reasons identified in Section 8.6(a). Seller

acknowledges that the agreements contained in this Section 8.6 are an integral part of the transactions contemplated by this Agreement, and that without these agreements Buyer would not enter into this Agreement, and that the amounts set out in Section 8.6(a) represent liquidated damages which are a genuine pre-estimate of the damages which Buyer will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and is not a penalty and, while such amounts cannot be duplicated in any future claim, such pre-estimation in no way limits Buyer's rights to pursue any legal remedies available to it under applicable Law. Seller irrevocably waives any right it may have to raise as a defense that any such liquidated damages are excessive or punitive.

## SECTION 9 GENERAL PROVISIONS

### 9.1 Confidentiality.

(a) As used in this Section the “**Confidential Information**” of a party means all information concerning or related to the business, operations, financial condition or prospects of the Parties that may be contained in the Acquired Assets or disclosed as a result of the ongoing negotiations of the Contemplated Transactions, regardless of the form in which such information appears and specifically includes: (i) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of the Parties, in each case whether present or prospective, and (ii) all financial statements, audit reports, budgets and business plans or forecasts of the Parties; provided, that the Confidential Information of a Party does not include: (A) information which is or becomes generally known to the public through no act or omission of the other party; and (B) information which has been or hereafter is lawfully obtained by the other party from a source other than the party to whom such Confidential Information belongs (or any of its affiliates or their respective officers, directors, employees, equity holders or agents) so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the party to whom such Confidential Information belongs or any of its affiliates at the time such Confidential Information was or is disclosed to the other party.

(b) The Parties covenant and agree that it will not, without the prior written consent of the applicable Party, disclose or use for its own benefit any Confidential Information of such other Party. Notwithstanding the foregoing, the restrictions herein this Section 9.1 shall not apply to any Confidential Information acquired by Buyer as part of the Acquired Assets.

9.2 Expenses. Except as otherwise provided in this Agreement, each Party will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its Representatives.

**9.3** Public Announcements. Seller and Buyer agree to reasonably cooperate in good faith to timely agree in advance on the content of any public announcement, press release or similar publicity with respect to this Agreement or the Contemplated Transactions. Without limiting the generality of the foregoing, neither Seller or its affiliates or Buyer shall issue any press release regarding the Contemplated Transactions without first providing a draft of such press release to the other party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each party's overriding obligation to make any such disclosure required in accordance with applicable Laws. If such disclosure is required and the other party has not reviewed or commented on the disclosure, the party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

**9.4** Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes, fees and expenses payable to a Governmental Body (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be evenly split and paid by Seller and Buyer when due. The Parties shall reasonably cooperate in the preparation, execution and filing of all Tax Returns, questionnaires, applications and other documents regarding Taxes and all transfer, recording, registration and other fees that become payable in connection with the Contemplated Transactions that are required or permitted to be filed at or after the Closing.

**9.5** Tax Cooperation. Buyer and Seller shall each cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns relating to the Business or any Acquired Asset and any audit, litigation or other proceeding with respect to Taxes relating to the Business or any Acquired Asset. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Seller agrees (i) to retain all books and records with respect to Tax matters and pertinent to the Business or the Acquired Assets until the expiration of the statute of limitations (and, to the extent notified by Buyer, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any Governmental Body, and (ii) to give Buyer written notice thirty (30) days prior to transferring, destroying or discarding any such books and records and, if Buyer so requests, Seller shall allow Buyer to take possession of such books and records.

**9.6** Insurance. Seller shall maintain Seller's insurance policies in the normal course through the Closing Date, less and except for those policies set forth on Schedule 9.6 (each, a "Seller Tail Policy"). Buyer shall be responsible for insurance policies effective as of the Closing Date and going forward from the Closing Date. Seller, at its expense, may obtain a tail insurance policy providing coverage substantially similar Seller's current insurance policies for a period of two (2) years following the Closing; provided that if Seller elects not to purchase any Seller Tail Policy, then Buyer shall be

fully indemnified for any losses that would otherwise be recoverable by Seller under a Seller Tail Policy pursuant to Section 6.2(f).

**9.7** Further Assurances; Correspondence. Following the Closing, each Party shall deliver to the other Party such further information and documents and shall execute and deliver to the other Party such further instruments and agreements as the other Party shall reasonably request to consummate or confirm the Contemplated Transactions, to accomplish the purpose hereof or to assure to the other Party the benefits hereof. If after the Closing (i) Buyer holds any Excluded Assets or Retained Liabilities or (ii) Seller holds any Acquired Assets or Assumed Liabilities, Buyer or Seller, as applicable, shall promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset shall hold it in trust for such other Party. If after the Closing Date, Seller receives any funds relating to the Acquired Assets or the Business following the Closing Date, Seller shall promptly transfer (or cause to be transferred) such funds to Buyer (subject to applicable Law), and, prior to any such transfer, Seller shall hold such funds in trust for Buyer. After the Closing, Seller shall promptly deliver to Buyer any mail (physical, electronic or otherwise), facsimile or other correspondence or communication received by Seller, to the extent related to the Business or any of the Acquired Assets or Assumed Liabilities, including any such correspondence or communication from any customer, supplier or Governmental Body. Seller shall, at its cost, refer all inquiries relating to the Business and the Acquired Assets to Buyer from and after the Closing.

**9.8** Notices of Certain Events. Seller shall promptly notify Buyer, and Buyer shall promptly notify Seller, of (a) any change, event, action or omission that, individually or in the aggregate, has had or could reasonably be expected to (i) have a Material Adverse Effect, (ii) result in any representation or warranty of Seller or Buyer hereunder being inaccurate or untrue in any respect, or (iii) result in a Breach of any Covenant of Seller or Buyer specified in this Agreement or the failure to satisfy any condition specified in this Agreement, or (b) any notice or other communication from any Person related to the Business or the Acquired Assets; provided, however, that Buyer does not and shall not waive any right it may have hereunder as a result of such notifications.

**9.9** Notices. All notices, Consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when: (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by e-mail with confirmation of transmission by the transmitting equipment; or (c) received, rejected, or refused by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the Person (by name or title) designated below (or to such other address, e-mail address or Person as a Party may designate by notice to the other Parties):

(a) if to Buyer:

c/o Concordia Group Holdings, LLC  
421 Century Way  
Red Oak, TX 75154  
Attention: General Counsel  
E-mail: [REDACTED]

with a copy (which shall not constitute valid delivery to Buyer) to:

Jones & Spross, PLLC  
1605 Lakecliff Hills Ln., Suite 100  
Austin, TX 78732  
Attention: Robyn Siers  
Telephone: [REDACTED]  
E-mail: [REDACTED]

(b) if to Seller or Starrex

Property Interlink, LLC  
14701 Saint Mary's Lane, Suite 150  
Houston, Texas 77079  
Attention: Matt Hill, Debbie Merritt  
E-mail: mhill@starrexintl.com; dmerritt@starrexintl.com

and

Reliable Valuation Service, LLC  
14701 Saint Mary's Lane, Suite 150  
Houston, Texas 77079  
Attention: Matt Hill, Debbie Merritt  
E-mail: mhill@starrexintl.com; dmerritt@starrexintl.com

and

Starrex International Ltd.  
14701 Saint Mary's Lane, Suite 150  
Houston, Texas 77079  
Attention: Matt Hill, Debbie Merritt  
E-mail: mhill@starrexintl.com; dmerritt@starrexintl.com

with a copy (which shall not constitute valid delivery to Seller) to:

Tingle Merrett, LLP  
1250 Standard Life Building  
639 – 5<sup>th</sup> Avenue S.W.  
Calgary, AB T2P 0M9  
Attention: Scott Reeves  
E-mail: sreeves@tinglemerrett.com

**9.10 Jurisdiction; Service of Process.** Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the Court of Chancery of the State of Delaware for the City of Wilmington (and to the extent that the Court of Chancery of the State of Delaware for the City of Wilmington does not have subject matter jurisdiction, the jurisdiction of the courts of the state and federal courts of the State of Delaware), and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section 9.10 may be served on any Party anywhere in the world.

**9.11 Enforcement of Agreement.** Buyer and Seller acknowledge and agree that the counterparty or would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by Buyer or Seller could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which Buyer or Seller may be entitled, at Law or in equity, Buyer and Seller shall be entitled to seek to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

**9.12 Waiver; Remedies Cumulative.** The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to

or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

**9.13 Entire Agreement and Modification.** This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including any letter of intent and any confidentiality agreement between Buyer and Seller) and constitutes (along with the Schedules, Exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Party to be charged with the amendment.

**9.14 Assignments, Successors and No Third-Party Rights.** No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written Consent of the other Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 9.14.

**9.15 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**9.16 Construction and Usage.**

(a) The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Sections” refer to the corresponding sections of this Agreement.

(b) In this Agreement, unless a clear contrary intention appears: (i) the singular number includes the plural number and vice versa; (ii) reference to any Person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (v) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (vi) “hereunder,” “hereof,” “hereto,”



and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof; (vii) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; (viii) “or” is used in the inclusive sense of “and/or”; (ix) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”; and (x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(c) Unless otherwise specified herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with IFRS.

(d) This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

**9.17 Time of Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, TIME IS OF THE ESSENCE.

**9.18 Offset.** Each Buyer Indemnified Person may, in addition to its other rights hereunder, as one of its remedies in the event of any breach of this Agreement by any Seller or to effect indemnification against any Seller under this Agreement, withhold and offset against any sums payable by any Buyer Indemnified Person to any Seller or any of its or his respective Affiliates following Closing. Any sums withheld will operate as a discharge, to the extent of the amount withheld, of the payment obligations against which offset is effected; provided, however, that if such offset, in whole or in part, is ultimately determined by a court of competent jurisdiction to be unjustified, any amount improperly offset will be due and owing by Buyer within seven calendar days following such determination. The exercise of a right of offset by Buyer or an Affiliate in good faith will not constitute a default by Buyer or such Affiliate of the payment obligation against which offset is affected. Notwithstanding the foregoing, in the event that a claim that is otherwise subject to set-off pursuant to this Section 9.18 consists of a Loss described in Section 6.2(a), the limitations contained in Sections 6.4(a) and 6.4(b) shall operate in priority to the right of set-off contained in this Section 9.18.

**9.19 Wrong Pockets.** In the event that after the Closing Time:

(a) subject to Section 1.11: (i) Buyer holds any Excluded Assets or any Retained Liabilities; or (ii) Seller holds any Acquired Assets or Assumed Liabilities, Buyer or Seller, as applicable, will promptly transfer such assets or assume such liabilities to or from (as the case may be) the appropriate Party without further consideration from such other Party. Prior to any such transfer the Party receiving or possessing any such asset will hold it in trust for such other Party; and

(b) (i) Buyer receives any payment related to any Excluded Asset; or (ii) Seller receives any payment related to any Acquired Asset, Buyer or Seller, as applicable, will use commercially reasonable efforts to remit any such payment to the appropriate Party within five (5) Business Days of the receipt by Buyer or Seller, as applicable, of such funds (and in any event such funds shall be remitted to the appropriate Party as soon as possible thereafter).

**9.20 No Third-Party Beneficiaries.** Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any right, remedy, obligation or Liability under or by reason of this Agreement, or result in such Person being deemed a Third Party beneficiary hereof.

**9.21 Several Obligations Only.** For all purposes of this Agreement (except as otherwise expressly provided in this Agreement):

(a) the obligations of Seller shall be several obligations of Interlink and RVS; and

(b) the obligations of Buyer shall be several obligations of Trident and Elite.

**9.22 Provisions Applicable to Affiliated Groups.** For all purposes of this Agreement (except as otherwise expressly provided in this Agreement):

(a) in the case of Seller, each of Interlink and RVS shall make decisions they are required or permitted to make under or pursuant to this Agreement, provide and be provided with Notices as if they constituted collectively Person, being the vendor of all of the Acquired Assets; and

(b) in the case of Buyer, each of Trident and Elite shall make decisions they are required or permitted to make under or pursuant to this Agreement, provide and be provided with Notices as if they constituted collectively Person, being the purchaser of all of the Acquired Assets.

**9.23 Governing Law.** This Agreement will be governed by and construed under the Laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other Law.

**9.24 Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM SHALL FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM

RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

**9.25 Specific Performance.** Seller hereby acknowledges that the rights of Buyer to consummate the Contemplated Transactions are special, unique and of extraordinary character and that, in the event that Seller violates or fails or refuses to perform any Covenant made by it herein, Buyer may be without an adequate remedy at Law. In the event that Seller violates or fails or refuses to perform any Covenant made by Seller herein, Buyer may, subject to the terms hereof and in addition to any remedy at Law for damages or other relief, institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such Covenant or seek any other equitable relief.

**9.26 Relationship of Parties.** Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind between the Parties, each Party being individually responsible only for its obligations and actions as set forth in this Agreement.

**9.27 Execution of Agreement.** This Agreement may be executed electronically or in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission and by electronic mail in PDF format shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically, by facsimile or by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

\* \* \* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date first above written intending to be legally bound.

**SELLER:**

Property Interlink, LLC

By: (signed) "*Matthew D. Hill*" \_\_\_\_\_

Print Name: Matthew D. Hill

Title: Manager

Reliable Valuation Service, LLC

By:(signed) "*Matthew D. Hill*" \_\_\_\_\_

Print Name: Matthew D. Hill

Title: Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date first above written intending to be legally bound.

**BUYER:**

Trident Services, LLC  
By Concordia Group Holdings, LLC,  
Its Manager

By: (signed) "*Jacob Nice*" \_\_\_\_\_

Print Name:     Jacob Nice    

Title:             Manager            

Elite Appraisal Center, L.L.C.  
By Concordia Group Holdings, LLC,  
Its Manager

By: (signed) "*Jacob Nice*" \_\_\_\_\_

Print Name:     Jacob Nice    

Title:             Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date first above written intending to be legally bound.

**PARENT:**

Starrex International Ltd.

By: (signed) "Matthew D. Hill"

Print Name: Matthew D. Hill

Title: President & Chief Executive Officer

## **EXHIBIT AND SCHEDULE LIST**

Exhibit A - Defined Terms  
Exhibit B - Estimated Statement  
Exhibit C - Bill of Sale  
Exhibit D – Assignment and Assumption Agreement  
Exhibit E - Certificate of a Senior Officer  
Exhibit F - Reserved  
Exhibit G - Assignment of Trademark  
Exhibit H - Reserved  
Exhibit I - Voting Support Agreement  
Exhibit J - Transition Services Agreement  
Exhibit K - Escrow Agreement

Schedule 1.1(a) - Tangible Personal Property  
Schedule 1.1(b) - Telephone Listings  
Schedule 1.1(c) - Website Domain and URLs  
Schedule 1.1(d) - Marks and Logos  
Schedule 1.1(e) - Business Customer Lists  
Schedule 1.1(f) - Software Licenses  
Schedule 1.1(n) - Assumed Contracts  
Schedule 1.1(o) - Other Assets  
Schedule 1.2 - Excluded Assets of Seller  
Schedule 1.7 - Assumed Liabilities  
Schedule 2.3 - Encumbrances  
Schedule 2.5 - Consents  
Schedule 2.6 - Governmental Authorizations - Seller  
Schedule 2.7 - Pending Actions - Seller  
Schedule 2.9 - Financial Statements  
Schedule 2.10 - Employment Matters  
Schedule 2.11 - Brokers  
Schedule 2.13(a) - Seller IP  
Schedule 2.14 - Taxes  
Schedule 4.3 - Pending Actions - Buyer  
Schedule 8.1(c) - Form of Sublease  
Schedule 9.6 - Insurance  
Disclosure Schedule

EXHIBIT A  
DEFINED TERMS

- (a) “Active Employees” has the meaning set forth in 5.1(a).
- (b) “Adjusted Net Working Capital” means the excess of (a) the sum of the Current Assets as of 11:59 p.m. Eastern Time on the day immediately prior to the Closing Date *over* (b) the sum of the Current Liabilities as of 11:59 p.m. Eastern Time on the day immediately prior to the Closing Date, all of the foregoing as calculated in accordance with the same basis and in the same manner consistent with the accounting methods and procedures utilized and applied by Seller prior to Closing Date and consistently applied in the Financial Statements.
- (c) “Affiliate” means, with respect to any specified Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such specified Person. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or equity or ownership interests, by Contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.
- (d) “Aggregate Bonus Amount” means \$600,000 to be paid out to the Key Active Employees according to Schedule 2.10(b).
- (e) “Assumed Contracts” has the meaning set forth in 1.1(n).
- (f) “Base Purchase Price” has the meaning set forth in 1.3.
- (g) “Breach” means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any Covenant, in or of this Agreement or any other Contract, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.
- (h) “Business” has the meaning set forth in the preamble to this Agreement.
- (i) “Business Day” means any day other than a Saturday, Sunday or other day on which the banks in the city of Chicago, Illinois are authorized or required by applicable Law to close.
- (j) “Closing Date” means the date and time of the Closing.
- (k) “Closing Date Adjusted Net Working Capital” has the meaning set forth in Section 1.6(a).
- (l) “Closing Statement” has the meaning set forth in Section 1.6(a).



(m) “Closing Time” means 12:01 a.m., (Central Time) on the Closing Date.

(n) “Code” means the Internal Revenue Code of 1986, as from time to time amended.

(o) “Confidential Information” means information, which is disclosed by Seller to Buyer, becomes known by Buyer, or is generated by Buyer as a consequence of or related to the Contemplated Transactions, which is not generally known outside Seller and which relates to Seller or its Business. Confidential Information includes, but is not limited to, trade secrets, inventions, processes, systems, computer programs, plans, studies, techniques, data base, fee schedules, customer lists, financial reports, invoices, mailing lists, proposals, contracts, manuals, office books, all information pertaining to any Seller projects, Seller marketing program information, including, but not limited to, prospect lists and information developed at Seller’s cost, in any format, and copies of same.

(p) “Consent” means any approval, consent, ratification, waiver or other authorization.

(q) “Contemplated Transactions” means the acquisition of the Acquired Assets by Buyer and the related transactions contemplated by this Agreement.

(r) “Contract” means any agreement, contract, lease, consensual obligation, promise or undertaking (whether written or oral and whether express or implied), whether or not legally binding.

(s) “Covenant” means any covenant, agreement, promise, commitment or other obligation (or any portion thereof) made or undertaken by any Party, in this Agreement.

(t) “Current Assets” means the sum of those assets Seller consisting of accounts receivable (net of a reserve for doubtful accounts), prepaid expenses, and deposits; **provided**, that for purposes hereof and notwithstanding anything contained herein to the contrary, Current Assets shall exclude: (a) cash; and (b) deferred Tax assets.

(u) “Current Liabilities” means the sum of those liabilities of Seller consisting of accounts payable, deferred revenue, customer advance payments, and other current liabilities; **provided**, that for purposes hereof and notwithstanding anything contained herein to the contrary, Current Liabilities shall exclude Retained Liabilities.

(v) “Encumbrance” means any charge, claim, community or other marital property interest, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

(w) “Escrow Agent” means Western Alliance Bank.

(x) “Escrow Agreement” means an agreement in the form of the draft agreement attached hereto at Exhibit K.

(y) “Escrow Amount” means the sum of the Purchase Price Escrow Amount and the Retention Escrow Amount.

(z) “Estimated Closing Date Adjusted Net Working Capital” has the meaning set forth in Section 1.4.

(aa) “Estimated Purchase Price” means the Base Purchase Price, plus (a) the extent by which the Estimated Closing Date Adjusted Net Working Capital *exceeds* the Target Adjusted Net Working Capital, *minus* (b) the extent by which the Estimated Closing Date Adjusted Net Working Capital is *less than* the Target Adjusted Net Working Capital.

(bb) “Estimated Statement” has the meaning set forth in Section 1.4.

(cc) “Fundamental Representations” means the representations and warranties of Seller set forth in Sections 2.1 (Organization), 2.2 (Enforceability; Authority; No Conflict), 2.3 (Acquired Assets), 2.6 (Compliance with Legal Requirements and Laws), 2.10 (Employment Matters), and 2.11 (Brokers; Finders).

(dd) “Governing Documents” means with respect to any particular entity: (i) if a corporation, the articles or certificate of incorporation and the bylaws; (ii) if a general partnership, the partnership agreement and any statement of partnership; (iii) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (iv) if a limited liability company, the articles of organization and operating agreement; (v) if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; (vi) all equityholders’ agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any Person or relating to the rights, duties and obligations of the equity holders of any Person; and (vii) any amendment or supplement to any of the foregoing.

(ee) “Governmental Authorization” means any Consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

(ff) “Governmental Body” means any: (i) nation, state, county, city, town, borough, village, district or other jurisdiction; (ii) federal, state, local, municipal, foreign or other government; (iii) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); (iv) multinational organization or body; (v) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (vi) official of any of the foregoing.

(gg) “Hired Active Employees” has the meaning set forth in 5.1(a).

(hh) “IFRS” means International Financial Reporting Standards, being the International Financial Reporting Standards of accounting, applicable as at the date on which such calculation is made or required to be made in accordance with such standards.

(ii) “Intellectual Property” means all of the following in any jurisdiction in the world: (i) all patents (including originals, divisions, continuations, continuations-in-part, extensions, reexaminations and reissues thereof) and patent disclosures, (ii) all trademarks, service marks, trade dress, trade names, “dbas,” corporate names, logos and slogans (and all translations, transliterations, adaptations, derivations and combinations of the foregoing), (iii) Internet domain names, and Internet web-sites and the content thereof, and franchises, together with all goodwill associated with each of the foregoing, (iv) all copyrights, copyrightable works, and works of authorship, (v) trade secrets, confidential information, customer and supplier lists, data, databases, reports, records, engineering notebooks, models, procedures, specifications, designs, component lists, proposals, marketing data, pricing and cost information, methodologies, technical information, proprietary business information, process technology, plans, drawings, blue prints, know-how and inventions (whether patentable or unpatentable and whether or not reduced to practice), (vi) software, (vii) rights to personal names, likenesses, and publicity; and (viii) all other proprietary or industrial rights.

(jj) “Interim Period” means the period from the date hereof to the earlier of the date of termination of this Agreement in accordance with SECTION 8 and the Closing Date.

(kk) “Knowledge” means an individual will be deemed to have Knowledge of a particular fact or other matter if a reasonable Person of similar circumstances would know or should have known of that fact or matter. A Person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor or trustee of that Person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth above).

(ll) “Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational or other constitution, Law, ordinance, principle of common Law, code, regulation, statute or treaty.

(mm) “Liability” means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

(nn) “Losses” means any losses, liabilities, damages or expenses (including legal fees and expenses on a full indemnity basis without reduction for tariff rates or similar reductions) whether resulting from an action, suit, proceeding, arbitration,

claim or demand that is instituted or asserted by a third party, including a Governmental Body, or a cause, matter, thing, act, omission or state of facts not involving a third party.

(oo) “Marks” means, collectively, each of Seller’s, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications.

(pp) “Material Adverse Effect” means a term of art used as a materiality threshold to measure the negative effect of some event on the target business and shall be any event resulting in a negative effect to the target business in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), other than any fact, state of facts, circumstance, change, effect, occurrence or event relating to or resulting from:

(i) any change, development or condition in or relating to global, national or regional political conditions (including strikes, lockouts, riots, blockades or facility takeover for emergency purposes) or in general economic, business, banking, regulatory, currency exchange, interest rate, rates of inflation or market conditions or in national or global financial or capital markets;

(ii) conditions affecting the real estate industry generally in jurisdictions in which such Party carries on business, including any change in the market prices for properties, interest rates, inflation rates and other economic factors relating to the real estate industry;

(iii) any change, development or condition resulting from any act of terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of terrorism, hostilities or war;

(iv) any adoption, proposal, implementation or change in applicable Law or in any interpretation, application or non-application of any applicable Laws by any Governmental Body (including, for greater certainty, any change in Taxes or other applicable taxing legislation or to tax rates) including changes in applicable Laws (including tax Laws);

(v) any climatic, earthquake or other natural event or condition (including weather conditions and any natural disaster); or

(vi) any epidemic, pandemic, disease outbreak (including COVID-19), other health crisis or public health event;

provided, however, that the change or effect referred to in clauses (i) to (vi) above does not primarily relate only to (or have the effect of primarily relating only to) the applicable Party or disproportionately affects the applicable Party compared to other entities of similar size operating in the real estate industry, in which case the relevant exclusion from this definition of Material Adverse Effect shall not be applicable.

(qq) “Misrepresentation” means an untrue statement of a material fact or an omission to state a material fact required or necessary to make to a statement not misleading in light of the circumstances in which it was made.

(rr) “Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

(ss) “Ordinary Course of the Business” means the ordinary course of the Business, consistent with past custom and practice (including with respect to the nature, quantity and frequency of past actions).

(tt) “Outside Date” has the meaning set forth in 8.4(b).

(uu) “Person” or “Persons” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

(vv) “Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

(ww) “Purchase Price” means the Base Purchase Price, *plus* (a) the extent by which the Closing Date Adjusted Net Working Capital *exceeds* the Target Adjusted Net Working Capital, *minus* (b) the extent by which the Closing Date Adjusted Net Working Capital is *less than* the Target Adjusted Net Working Capital.

(xx) “Purchase Price Escrow Amount” means the sum of three hundred thousand dollars (\$300,000).

(yy) “Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(zz) “Related Person” means:

(i) with respect to a particular individual: (A) each other member of such individual’s Family; (B) any Person that is directly or indirectly controlled by any one or more members of such individual’s Family; (C) any Person in which members of such individual’s Family hold (individually or in the aggregate) a Material Interest; and (D) any Person with respect to which one or more members of such individual’s Family serves as a director, officer, partner, executor or trustee (or in a similar capacity); and

(ii) with respect to a specified Person other than an individual: (A) any Person that directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such specified Person;

(B) any Person that holds a Material Interest in such specified Person; (C) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity); (D) any Person in which such specified Person holds a Material Interest; and (E) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity).

For purposes of this definition, (a) “control” (including “controlling,” “controlled by,” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and shall be construed as such term is used in the rules promulgated under the Securities Act of 1933, as amended; (b) the “Family” of an individual includes (i) the individual, (ii) the individual’s spouse, (iii) any other natural Person who is related to the individual or the individual’s spouse within the second degree and (iv) any other natural Person who resides with such individual; and (c) “Material Interest” means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Exchange Act of 1934) of voting securities or other voting interests representing at least ten percent (10%) of the outstanding voting power of a Person or equity securities or other equity interests representing at least ten percent (10%) of the outstanding equity securities or equity interests in a Person.

(aaa) “Representation and Warranty Insurance Costs” means all costs and expenses relating to the Representation and Warranty Insurance Policy, including the total premium, any retention amounts or deductibles, underwriting costs, brokerage commissions, and all legal, due diligence and other fees and expenses pertaining to such policy.

(bbb) “Representation and Warranty Insurance Policy” means the buyer-side representation and warranty insurance policy in favor of Buyer, dated the Closing Date, issued by the Representation and Warranty Insurer.

(ccc) “Representation and Warranty Insurer” means Fusion Specialty Americas Insurance Services LLC.

(ddd) “Representative” means with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

(eee) “Retention Escrow Amount” means an amount equal to one half of those Representation and Warranty Insurance Costs, that are, or that may, become due and payable following the Closing Date, consisting of any retention amounts or deductibles that may become payable in connection with the making of a claim under such policy.

(fff) “Seller Closing Date Representation and Warranty Costs” means an amount equal to one half of those Representation and Warranty Insurance Costs that have accrued or that become due and payable on the Closing Date (being the entirety of the Representation and Warranty Insurance Costs excluding only the retention amounts and deductibles, if any).

(ggg) “Starrex Circular” means the notice of the Starrex Meeting and accompanying management information circular, to be sent to the shareholders of Starrex in connection with the Starrex Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

(hhh) “Starrex Meeting” means the annual general and special meeting of the shareholders of Starrex to be held on or about November 3, 2022.

(iii) “Tangible Personal Property” means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by Seller (wherever located and whether or not carried on Seller’s books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance Records and other documents relating thereto.

(jjj) “Target Adjusted Net Working Capital” means \$450,133.00.

(kkk) “Tax” means (a) any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs, duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value-added, alternative or add-on minimum, escheat, unclaimed or abandoned property, ad valorem, estimated, or other tax, assessment, similar charge or similar governmental fee, of any kind whatsoever, including any interest, penalty, or addition thereto, in each case, whether disputed or not, (b) any liability for the payment of any amounts of any of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of such amounts was determined or taken into account with reference to the liability of any other Person, (c) any liability for the payment of any amounts as a result of being a party to any tax sharing or allocation agreements or arrangements (whether or not written) or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person, and (d) any liability for the payment of any of the foregoing types as a successor, transferee or otherwise.

(lll) “Tax Representations and Warranties” means the representation and warranty in Section 2.14.

(mmm) “Tax Returns” means all returns, reports, declarations, statements, bills, elections, notices, designations, schedules, forms or written information of, or in respect of, Taxes (including estimated tax returns and reports, amended tax returns, withholding tax returns and reports, and information returns and reports) that are, or are required to be prepared for, filed with or supplied to any Governmental Body.

(nnn) “Third Party” means a Person that is not a party to this Agreement or a Related Person as to Buyer or Seller.

(oo) "Third-Party Claim" means any claim against any Indemnified Person by a Third Party, whether or not involving a Proceeding.

\* \* \* \* \*



**EXHIBIT B**

**ESTIMATED STATEMENT  
xxx, 2022**

This estimated statement (this “Estimated Statement”) is delivered pursuant to Section 1.4 of that certain Asset Purchase Agreement, dated as of xxx, 2022 (the “Agreement”), by and between: (i) Trident Services, LLC, a Georgia limited liability company (“Trident”); (ii) Elite Appraisal Center L.L.C., an Illinois limited liability company (“Elite”, and together with Trident, “Buyer”); (iii) Property Interlink, LLC, a Colorado limited liability company (“Interlink”); and (iv) Reliable Valuation Service, LLC, a Wyoming limited liability company (“RVS”, and together with Interlink, “Seller”) and Starrex International Ltd., a company governed by the Canada Business Corporations Act (“Starrex”) Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. Section references refer to sections of the Agreement, unless otherwise indicated.

The undersigned Manager of Interlink and RVS hereby certifies that the following Estimated Statement and all of the estimates contained herein were made in good faith. All estimates are as of immediately prior to the Closing Date.

- (i) Estimated Closing Date Adjusted Net Working Capital, as calculated in detail on Schedule I attached hereto, is estimated to be \$xxx.
- (ii) Estimated Purchase Price is \$XXX as calculated in detail on Schedule II attached hereto is \$xxx.

IN WITNESS WHEREOF, the undersigned has executed this Estimated Statement as of the date first written above.

Property Interlink, LLC

By: \_\_\_\_\_  
Name: Matthew D. Hill  
Title: Manager

Reliable Valuation Service, LLC

By: \_\_\_\_\_  
Name: Matthew D. Hill  
Title: Manager

**SCHEDULE I**  
**Calculation of**  
**Estimated Closing Date Adjusted Net Working Capital**

[see attached]

**SCHEDULE II**

**Calculation of Estimated Purchase Price**

[see attached]

**Exhibit B**

**NWC Illustration**

*[REDACTED - INTERNAL CALCULATIONS, FOR ILLUSTRATION ONLY]*

**EXHIBIT C  
BILL OF SALE**

THIS BILL OF SALE (this “Bill of Sale”), dated as of [REDACTED] (the “Closing Date”), is executed by Property Interlink, LLC, a Colorado limited liability company (the “Seller”), in favor of Trident Services, LLC, a Georgia limited liability company (“Buyer”), in connection with that certain Asset Purchase Agreement, dated as of September 30, 2022, by and between Seller, Buyer, Reliable Valuation Service, LLC, Elite Appraisal Center L.L.C., and Starrex International Ltd. (the “Agreement”).

All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement.

1. Conveyance. Effective as of the Closing Date, Seller hereby grants, sells, assigns, transfers, conveys and delivers to Buyer, all of Seller’s right, title and interest in and to the Acquired Assets free and clear of all Encumbrances. This Bill of Sale shall not be construed to include and transfer any assets of Seller other than the Acquired Assets.

2. Liabilities. Buyer does not, and will not by acceptance of the Acquired Assets hereof, assume any liabilities or obligations whatsoever of Seller except for the Assumed Liabilities.

3. No Third Party Beneficiaries. This Bill of Sale is solely for the benefit of Buyer and its respective successors and assigns, and this Bill of Sale shall not be deemed to confer upon, or give to any other third party, any remedy, claim, cause of action or other right.

4. Further Assurances. Seller shall from time to time after the Closing Date, at the request of Buyer and without further consideration, execute and deliver to Buyer such additional instruments of conveyance in addition to this Bill of Sale as Buyer shall reasonably request to evidence more fully the transfer of the Acquired Assets by Seller to Buyer.

5. Conflict with the Agreement. In the event of any conflict between the provisions of this Bill of Sale and the provisions of the Agreement, the provisions of the Agreement shall control and prevail.

6. Binding Effect; Benefit. Each and all of the covenants, terms, provisions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Bill of Sale shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to its choice of law rules.

8. Captions. The titles and captions contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Bill of Sale or the intent of any provision hereof.

9. Severability. If any term or other provision of this Bill of Sale is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Bill of Sale shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to a party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of the parties hereto as closely as possible to the end that the transactions are fulfilled to the extent possible.

10. Delivery of Signature Page. Delivery of an executed signature page to this Bill of Sale by facsimile or email shall be as effective as delivery of a manually executed signature page of this Bill of Sale.

*[Signature page follows]*

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the date first above written.

**SELLER:**

Property Interlink, LLC

By: \_\_\_\_\_

Name: Matthew D. Hill

Title: Manager

**EXHIBIT C  
BILL OF SALE**

THIS BILL OF SALE (this "Bill of Sale"), dated as of [REDACTED] (the "Closing Date"), is executed by Reliable Valuation Service, LLC, a Wyoming limited liability company (the "Seller"), in favor of Elite Appraisal Center L.L.C., an Illinois limited liability company ("Buyer"), in connection with that certain Asset Purchase Agreement, dated as of September 30, 2022, by and between Seller, Buyer, Property Interlink, LLC, Trident Services, LLC, and Starrex International Ltd. (the "Agreement").

All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement.

1. Conveyance. Effective as of the Closing Date, Seller hereby grants, sells, assigns, transfers, conveys and delivers to Buyer, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all Encumbrances. This Bill of Sale shall not be construed to include and transfer any assets of Seller other than the Acquired Assets.

2. Liabilities. Buyer does not, and will not by acceptance of the Acquired Assets hereof, assume any liabilities or obligations whatsoever of Seller except for the Assumed Liabilities.

3. No Third Party Beneficiaries. This Bill of Sale is solely for the benefit of Buyer and its respective successors and assigns, and this Bill of Sale shall not be deemed to confer upon, or give to any other third party, any remedy, claim, cause of action or other right.

4. Further Assurances. Seller shall from time to time after the Closing Date, at the request of Buyer and without further consideration, execute and deliver to Buyer such additional instruments of conveyance in addition to this Bill of Sale as Buyer shall reasonably request to evidence more fully the transfer of the Acquired Assets by Seller to Buyer.

5. Conflict with the Agreement. In the event of any conflict between the provisions of this Bill of Sale and the provisions of the Agreement, the provisions of the Agreement shall control and prevail.

6. Binding Effect; Benefit. Each and all of the covenants, terms, provisions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Bill of Sale shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to its choice of law rules.

8. Captions. The titles and captions contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Bill of Sale or the intent of any provision hereof.



9. Severability. If any term or other provision of this Bill of Sale is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Bill of Sale shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to a party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of the parties hereto as closely as possible to the end that the transactions are fulfilled to the extent possible.

10. Delivery of Signature Page. Delivery of an executed signature page to this Bill of Sale by facsimile or email shall be as effective as delivery of a manually executed signature page of this Bill of Sale.

*[Signature page follows]*

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the date first above written.

**SELLER:**

Reliable Valuation Service, LLC

By: \_\_\_\_\_

Name: Matthew D. Hill

Title: Manager

**EXHIBIT D**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated as of [REDACTED] (the “Assignment Date”), is made and entered into by and between Property Interlink, LLC, a Colorado limited liability company (the “Assignor”), and Trident Services, LLC, a Georgia limited liability company (“Assignee”), in connection with that certain Asset Purchase Agreement, dated as of September 30, 2022, by and between Assignor, Assignee, Reliable Valuation Service, LLC, Elite Appraisal Center L.L.C., and Starrex International Ltd. amongst others (the “Agreement”).

All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement.

1. Assignment. Effective as of the Assignment Date, Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor’s right, title and interest in and to all of the Acquired Assets. This Assignment shall not be construed to include and transfer any Excluded Asset.

2. Assumption of Liabilities. Effective as of the Assignment Date, Assignee hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities. Nothing in this Assignment shall be construed to constitute an assumption by Assignee of any liability of Assignor other than the Assumed Liabilities.

3. No Third Party Beneficiaries. This Assignment is solely for the benefit of Assignee and its respective successors and assigns, and this Assignment shall not be deemed to confer upon, or give to any other third party, any remedy, claim, cause of action or other right.

4. Further Assurances. Assignor shall from time to time, at the request of Assignee and without further consideration, execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the transfer of the Acquired Assets by Assignor to Assignee.

5. Conflict with the Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall control and prevail.

6. Binding Effect; Benefit. Each and all of the covenants, terms, provisions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to its choice of law rules.

8. Captions. The titles and captions contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.

9. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to a party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible to the end that the transactions are fulfilled to the extent possible.

10. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

**ASSIGNOR:**

Property Interlink, LLC

By: \_\_\_\_\_

Name: Matthew D. Hill

Title: Manager

**ASSIGNEE:**

Trident Services, LLC

By Concordia Group Holdings, LLC,

Its Manager

By: \_\_\_\_\_

Name: Jacob Nice

Title: Manager

**EXHIBIT D**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), dated as of [REDACTED] (the “Assignment Date”), is made and entered into by and between Reliable Valuation Service, LLC, a Wyoming limited liability company (the “Assignor”), and Elite Appraisal Center L.L.C., an Illinois limited liability company (“Assignee”), in connection with that certain Asset Purchase Agreement, dated as of September 30, 2022, by and between Assignor, Assignee, Property Interlink, LLC, Trident Services, LLC, and Starrex International Ltd. (the “Agreement”).

All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement.

1. Assignment. Effective as of the Assignment Date, Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor’s right, title and interest in and to all of the Acquired Assets. This Assignment shall not be construed to include and transfer any Excluded Asset.

2. Assumption of Liabilities. Effective as of the Assignment Date, Assignee hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities. Nothing in this Assignment shall be construed to constitute an assumption by Assignee of any liability of Assignor other than the Assumed Liabilities.

3. No Third Party Beneficiaries. This Assignment is solely for the benefit of Assignee and its respective successors and assigns, and this Assignment shall not be deemed to confer upon, or give to any other third party, any remedy, claim, cause of action or other right.

4. Further Assurances. Assignor shall from time to time, at the request of Assignee and without further consideration, execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the transfer of the Acquired Assets by Assignor to Assignee.

5. Conflict with the Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall control and prevail.

6. Binding Effect; Benefit. Each and all of the covenants, terms, provisions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to its choice of law rules.

8. Captions. The titles and captions contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.

9. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to a party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible to the end that the transactions are fulfilled to the extent possible.

10. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

**ASSIGNOR:**

Reliable Valuation Service, LLC

By: \_\_\_\_\_

Name: Matthew D. Hill

Title: Manager

**ASSIGNEE:**

Elite Appraisal Center, L.L.C.

By Concordia Group Holdings, LLC,

Its Manager

By: \_\_\_\_\_

Name: Jacob Nice

Title: Manager



**EXHIBIT E**

**CERTIFICATE OF AN OFFICER OF  
[SELLER / BUYER]**

**TO:** [SELLER/BUYER]

**RE:** ASSET PURCHASE AGREEMENT DATED SEPTEMBER 30, 2022

This certificate is delivered pursuant to [Section 1.10(a)(v)/1.10(b)(iv)] of the Asset Purchase Agreement dated September 30, 2022, among the Trident Services, LLC, Elite Appraisal Center L.L.C. as Buyer and Property Interlink, LLC, and Reliable Valuation Service, LLC, as Seller, and Starrex International Ltd. (the “**Asset Purchase Agreement**”). Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

The undersigned, ●, ● of the [Seller/Buyer], hereby certifies for and on behalf of the [Seller/Buyer] and not in his/her personal capacity and without personal liability that:

- (i) all representations, warranties and covenants contained in the Asset Purchase Agreement, are accurate, as if such representations, warranties and covenants were given as of the date hereof; and
- (ii) the conditions of [Seller/Buyer] set forth in [SECTION 2/SECTION 4] have been fulfilled in all material respects as of the date hereof.

**DATED:** ●

Name: ●  
Title: ●

\_\_\_\_\_

## EXHIBIT G

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), dated as of [\_\_\_] (the “**Effective Date**”), is made by Property Interlink, LLC, a Colorado limited liability company (“**Assignor**”), in favor of Trident Services, LLC, a Georgia limited liability company (“**Assignee**”).

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of September 30, 2022 herewith by and between Assignor, Assignee, Elite Appraisal Center L.L.C., Reliable Valuation Service, LLC, and Starrex International Ltd. (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors; and

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the following:

a. all trademark registrations and trademark applications, including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “**Trademark Assets**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule.

**(Signature Page Follows)**

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

Property Interlink, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Name: Matthew D. Hill  
Title: Manager

**ASSIGNEE:**

Trident Services, LLC, a Georgia limited liability company  
By Concordia Group Holdings, LLC,  
Its Manager

By: \_\_\_\_\_  
Name: Jacob Nice  
Title: Manager

**SCHEDULE 1**

**Trademark Assets**



## EXHIBIT G

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), dated as of [ ] (the “**Effective Date**”), is made by Reliable Valuation Service, LLC, a Wyoming limited liability company (“**Assignor**”), in favor of Elite Appraisal Center L.L.C., an Illinois limited liability company (“**Assignee**”).

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of September 30, 2022 herewith by and between Assignor, Assignee, Property Interlink, LLC, Trident Services, LLC, and Starrex International Ltd. (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors; and

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the following:

a. all trademark registrations and trademark applications, including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “**Trademark Assets**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of

the rights and obligations of Assignor and Assignee with respect to the Trademark Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule.

**(Signature Page Follows)**

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

Reliable Valuation Service, LLC, a Wyoming limited liability company

By: \_\_\_\_\_  
Name: Matthew D. Hill  
Title: Manager

**ASSIGNEE:**

Elite Appraisal Center L.L.C., an Illinois limited liability company  
By Concordia Group Holdings, LLC,  
Its Manager

By: \_\_\_\_\_  
Name: Jacob Nice  
Title: Manager



**SCHEDULE 1**

**Trademark Assets**



**EXHIBIT I**  
**SUPPORT AGREEMENT**  
**(Support Shareholders)**

●, 2022

To the Undersigned Shareholder of Starrex International Ltd.

To Whom It May Concern:

**Re: Asset Purchase Agreement**

Reference is made to the asset purchase agreement dated on or about September 30, 2022 (the "**Asset Purchase Agreement**", as the same may be amended from time to time) by and between: Trident Services, LLC ("**Trident**"); (ii) Elite Appraisal Center L.L.C. ("**Elite**", and together with Trident, "**Buyer**"); (iii) Property Interlink, LLC ("**Interlink**"); and (iv) Reliable Valuation Service, LLC ("**RVS**", and together with Interlink, "**Seller**") and Starrex International Ltd. ("**Starrex**"), pursuant to which, among other things, Buyer has agreed to purchase the assets of Seller (the "**Asset Sale**") for the consideration set forth in the Asset Purchase Agreement.

Capitalized words and phrases used but not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

We understand that you (the "**Shareholder**") beneficially own or exercise control or direction over, directly or indirectly, the number of common shares of Starrex ("**Starrex Common Shares**") set forth on the execution page of this letter agreement.

Any references in this letter agreement to Starrex Common Shares owned by the Shareholder shall mean such number of Starrex Common Shares owned by the Shareholder as at the date hereof and, where the context requires, shall include all Starrex Common Shares issued to the Shareholder after the date hereof.

This letter agreement sets forth the agreement between the Buyer and the Shareholder that the Shareholder agrees to vote the following Shareholder's Starrex Common Shares in favour of the Asset Sale (and in favour of any actions or resolutions required in furtherance of completing the Asset Sale) at the Starrex Meeting:

- (a) all of the Starrex Common Shares; and
- (b) any and all other Starrex Common Shares hereafter acquired or controlled by the Shareholder in its personal capacity either directly or indirectly before the Starrex Meeting,

((a) and (b) are together referred to as the "**Shareholder's Starrex Securities**"), and to otherwise support the Asset Sale, subject to the terms and conditions of this letter agreement.

The Shareholder acknowledges and agrees that the completion of the Asset Sale is subject to various conditions as set forth in the Asset Purchase Agreement, which conditions are for the exclusive benefit of Buyer and/or Seller, and which Buyer and/or Seller has the right, subject to Canadian Securities Laws, to waive in whole or in part, or to rely on in connection with termination of the Asset Purchase Agreement and this letter agreement and their respective obligations to complete the Asset Sale. Further, the Shareholder acknowledges and agrees that the Asset Purchase Agreement may be amended or amended and restated and any such amendment or amendment and restatement shall not in any way affect the obligations of the Shareholder hereunder except as provided in Section 6 hereof. By executing this letter agreement, the Shareholder understands and acknowledges that Buyer is entering into the Asset Purchase Agreement in reliance on the Shareholder's execution and delivery of this letter agreement and the terms contained

herein, and in consideration for Buyer entering into the Asset Purchase Agreement with Seller, each of Buyer and the Shareholder hereby agrees to be bound by the terms set forth herein.

## 1. Interpretation

In this Agreement:

- (a) **"Affiliate"** means, with respect to any Person, any direct or indirect Subsidiary of such Person, and any other Person that directly, or through one or more Subsidiaries, controls or is controlled by or is under common control with such first Person, and includes any account or fund managed by such Person over which such Person has voting or investment discretion, including as investment manager, advisor or subadvisor. The term "control" (including with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies or the power to appoint and remove a majority of directors (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise);
- (b) **"Acquisition Proposal"** means, other than the transactions contemplated by this Agreement, the solicitation, initiation, encouragement or inducement of the submission of any proposal or offer from any Person relating to the acquisition of any or all of the Acquired Assets or the shares of Seller or any merger, amalgamation or other business combination or similar transaction by Seller or Starrex with any other Person;
- (c) **"Business Day"** means any day on which banks are generally open for the transaction of commercial business in Calgary, Alberta, but does not in any event include a Saturday or Sunday or statutory holiday in Alberta;
- (d) **"Canadian Securities Laws"** means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations, blanket orders, published policies and forms made or promulgated under any such statute and the published national instruments and multilateral instruments of the relevant securities commission and similar regulatory authority of each relevant province and territory of Canada;
- (e) **"Governmental Body"** has the meaning ascribed thereto in the Asset Purchase Agreement;
- (f) **"Person"** means an individual, a corporation, a partnership, a limited partnership, a limited liability company, organization, trustee, executor, administrator, a trust, an unincorporated association, a Governmental Body or any agency, instrumentality or political subdivision of a Governmental Body, or any other entity or body;
- (g) **"Related Person"** means: (i) a spouse, parent, grandparent, brother, sister or child of the Shareholder; (ii) a company or family trust if all of the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the Persons referred to in clause (i); (iii) an "affiliate"; or (iv) an "associate" within the meaning of the *Securities Act* (Alberta);
- (h) **"Subsidiary"** means, with respect to any Person, any corporation, limited liability company, partnership, a limited partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited

liability company, partnership, association or other business entity (other than a corporation), a majority of the membership, partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the general partner, managing member, managing director (or a board comprised of any of the foregoing) or manager of such limited liability company, partnership, association or other business entity;

- (i) **“Transfer”** includes any sale, exchange, disposition, assignment, gift, bequest, mortgage, charge, pledge, encumbrance, grant of security interest or other arrangement by which possession, legal title or beneficial ownership or other ownership interest (including in respect of any associated voting rights) passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary and whether or not for value and whether directly or indirectly in any manner whatsoever, and includes any agreement to effect any of the foregoing and, in the case of voting shares of the Shareholder, includes a transaction (other than a Change of Control Transaction) involving the direct or indirect Transfer in any manner whatsoever of the ownership interests in a Shareholder which holds any legal title or beneficial ownership or other ownership interest (including in respect of any associated voting rights) in Starrex Common Shares which is designed to otherwise circumvent the restrictions contained in this Agreement; and the words **“Transferred”**, **“Transferring”** and similar words have corresponding meanings.

A Person shall be deemed the **“beneficial owner”** of, and to have **“beneficial ownership”** of, and to **“beneficially own”** any security of which such Person has direct or indirect beneficial ownership (within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*).

## 2. **Covenants of the Shareholder Regarding the Starrex Meeting**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, from the date hereof until the termination of this letter agreement in accordance with Section 6 hereof, the Shareholder hereby covenants and agrees, as follows:

- (a) to vote (or cause to be voted), and will provide a proxy in respect thereof to Starrex within five (5) Business Days prior to the Starrex Meeting, all of the Shareholder’s Starrex Securities in favour of all resolutions approving the Asset Sale, including the Starrex Asset Sale Resolution, as contemplated by the Asset Purchase Agreement, and any actions required in furtherance of the actions contemplated thereby at the Starrex Meeting and not withdraw any proxies or change the vote thereof;
- (b) to vote (or to cause to be voted) all of the Shareholder’s Starrex Securities at any meeting of securityholders of Starrex against any resolution or transaction which would in any manner, frustrate, prevent, delay or nullify the Asset Sale or any of the other transactions contemplated by the Asset Purchase Agreement;
- (c) except to the extent permitted hereunder, not take any action of any kind which would cause any of its representations or warranties in this letter agreement to become untrue or which may in any way adversely affect, delay, hinder, upset or challenge the completion of the Asset Sale;
- (d) promptly notify Buyer upon any of the Shareholder’s representations or warranties in this letter agreement becoming untrue or incorrect in any material respect during the period commencing on the date hereof and expiring at the earlier of the Effective Time and the

termination of this letter agreement in accordance with Section 6 hereof, and for the purpose of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof);

- (e) not to grant or agree to grant any proxy, power of attorney or other right to vote any of the Shareholder's Starrex Securities (other than as permitted under subsections 2(a) and 2(b) hereof or in respect of any regularly held annual Starrex Meeting of Starrex with respect to matters that do not affect the Asset Sale), deposit any of the Shareholder's Starrex Securities into any voting trust, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of securityholders of Starrex or give consents or approval of any kind as to any of the Shareholder's Starrex Securities (other than in connection with the performance by the Shareholder of its obligations hereunder);
- (f) not to sell, Transfer, assign, lend, pledge, convey or otherwise dispose of, or enter into any agreement or understanding relating to the sale, Transfer, assignment, conveyance or other disposition of, any of the Shareholder's Starrex Securities to any Person other than to an affiliate or associate (as those terms are defined in the *Securities Act (Alberta)*) of such Shareholder provided that such affiliate or associate first agrees with Buyer to be bound by the terms hereof;
- (g) notwithstanding subsection 2(f) hereof, the Shareholder may sell, assign, convey or otherwise Transfer any or all of the Shareholder's Starrex Securities to a Related Person provided that such Related Person enters into an agreement with Buyer on the same terms as this letter agreement, or otherwise agrees with Buyer to be bound by the provisions hereof or as otherwise consented to by Buyer, which consent may be arbitrarily withheld;
- (h) if the Shareholder acquires additional Starrex Common Shares that are not otherwise subject to this letter agreement, such additional Starrex Common Shares shall automatically and immediately upon acquisition by such Shareholder be deemed to constitute the Shareholder's Starrex Securities subject to all of the terms of this letter agreement, and such Shareholder hereby agrees to provide written notice to Buyer advising of (i) the acquisition by such Shareholder of additional Starrex Common Shares, (ii) the number of additional Starrex Common Shares acquired by such Shareholder, and (iii) the date of such acquisition, within three (3) Business Days of any such acquisition;
- (i) not to exercise any Dissent Rights or appraisal rights in respect of any resolution approving the Asset Sale and not to exercise any other securityholder rights or remedies available at common law or pursuant to the CBCA or applicable securities legislation to delay, hinder, upset or challenge the Asset Sale; and
- (j) to execute and deliver, or cause to be executed and delivered, such additional or further consents, documents or other instruments as Buyer may reasonably request for the purpose of effectively carrying out the matters contemplated by this letter agreement.

### 3. **Non-Solicitation**

The Shareholder agrees that it will not directly or indirectly:

- (a) solicit, assist, initiate or knowingly facilitate or encourage or take any action to solicit or knowingly facilitate, initiate, entertain or encourage any Acquisition Proposal or engage in any communication regarding the making of any proposal or offer that constitutes or may constitute or may reasonably be expected to lead to an Acquisition Proposal, including,

without limitation, by way of furnishing information or access to properties, facilities or books and records of Starrex;

- (b) enter into or participate in any discussions or negotiations regarding an Acquisition Proposal, or furnish to any other Person any information with respect to the business, properties, operations, or conditions (financial or otherwise) of Starrex in connection with, or performance of an Acquisition Proposal; or
- (c) otherwise cooperate in any way with, or assist or knowingly participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing.

#### 4. **Representations and Warranties**

The Shareholder represents and warrants to Buyer that:

- (a) the Shareholder is duly authorized and has the authority to execute and deliver this letter agreement and to carry out the transactions contemplated hereby and this letter agreement is a valid and binding agreement enforceable against the Shareholder in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered;
- (b) neither the execution of this letter agreement by the Shareholder nor the completion by the Shareholder of the transactions contemplated hereby will constitute a violation of or default under, or conflict with, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which the Shareholder will be a party or by which it will be bound at the time of completion of such transactions;
- (c) (i) the Shareholder is the beneficial owner of or exercises control and direction, directly or indirectly, over the number of Starrex Common Shares set forth on the execution page of this letter agreement; and (ii) as at the date hereof, the foregoing Starrex Common Shares as set forth on the execution page are the only voting securities in the capital of Starrex beneficially owned by the Shareholder or over which he, she or it, directly or indirectly, exercises control or direction;
- (d) other than pursuant to this letter agreement, the Starrex Common Shares owned or controlled by the Shareholder are not subject to any securityholder agreements, voting trust or similar agreements or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a securityholders' agreement, voting trust or other agreement affecting such Starrex Common Shares or any interest therein or right thereto, including, without limitation, the voting of any such securities;
- (e) other than pursuant to this letter agreement, the Shareholder has not previously granted or agreed to grant any proxy or any other right to vote any of the Shareholder's Starrex Securities in respect of any Starrex Meeting of securityholders of Starrex that is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his, her or its right to vote, call a meeting of securityholders of Starrex or give consents or approvals of any kind as to the Shareholder's Starrex Securities;
- (f) there are no legal proceedings, claims or investigations currently in progress or pending before any Governmental Body or, to the Shareholder's knowledge, threatened against the Shareholder or any of such Shareholder's affiliates that would materially adversely affect in any manner the ability of the Shareholder to enter into this letter agreement and to

perform its obligations hereunder or the title of the Shareholder to any of the Shareholder's Starrex Securities, and there is no current and enforceable judgment, decree or order against the Shareholder that would adversely affect in any manner the ability of the Shareholder to enter into this letter agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Shareholder's Starrex Securities;

- (g) the Starrex Common Shares are not subject to any liens, charges, encumbrances, obligations or other restrictions that would reasonably be expected to adversely affect its ability to perform its obligations under this letter agreement, including its obligations under Section 2;
- (h) no authorization, consent or approval from, or filing, registration, declaration or qualification with, or before, or giving notice to, any Person is required to be obtained, given or made in connection with the execution and delivery by the Shareholder of this letter agreement, the performance of the terms hereof by the Shareholder or the consummation of the transactions contemplated hereby by the Shareholder, except for those which have been (or will be with respect to consummation of the Asset Sale) duly and unconditionally obtained and are (or will be with respect to consummation of the Asset Sale) in full force and effect; and
- (i) the Shareholder (i) is a sophisticated party with sufficient knowledge and experience to properly evaluate the terms and conditions of this letter agreement; (ii) has conducted its own analysis and made its own decision, in the exercise of its independent judgment, to enter into this letter agreement; (iii) has obtained such independent advice in this regard as it deemed appropriate; and (iv) has not relied on the analysis or the decision of any Person other than its own members, employees, representatives or independent advisors.

## **5. Expenses**

Buyer and the Shareholder agree to pay their own respective expenses incurred in connection with this letter agreement.

## **6. Termination**

It is understood and agreed that the respective rights and obligations hereunder of Buyer and the Shareholder shall cease and this letter agreement shall terminate on the earlier of: (a) the date on which this letter agreement is terminated by the mutual written agreement of the parties hereto; (b) the close of business on the date of the Starrex Meeting at which a Starrex Shareholder vote is held and the Starrex Asset Sale Resolution is not approved by the requisite majority of Starrex Shareholders; or (c) the date on which the Asset Purchase Agreement is terminated in accordance with its terms.

In the event of termination of this letter agreement, this letter agreement shall forthwith be of no further force and effect, except for Sections 1, 5, 9, 12, 13 and 15 and this Section 6, which provisions shall survive the termination of this letter agreement and there shall be no liability on the part of either the Shareholder or Buyer or any of its Affiliates or associates, except to the extent that either such party is in default of its obligations herein contained.

## **7. Future Amendments**

Subject to Section 6, to the extent that the Asset Purchase Agreement is amended, modified, restated, replaced or superseded from time to time, all references herein to the Asset Purchase Agreement shall be to the Asset Purchase Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time, and all references to particular sections of the Asset Purchase Agreement shall be deemed to be references to the analogous provision in the Asset Purchase

Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time.

**8. Assignment**

Except as expressly set forth herein, no party to this letter agreement may assign any of its rights or obligations under this letter agreement without the prior written consent of the other party.

**9. Disclosure**

Prior to the first public disclosure of the existence and terms and conditions of this letter agreement by Buyer or Starrex or an Affiliate thereof, the Shareholder shall not disclose the existence of this letter agreement or any details hereof or the possibility of the Asset Sale being effected or any terms or conditions or other information concerning any possible acquisition of the Shareholder's Starrex Securities, to any Person other than: (i) the Shareholder's advisors (provided that the Shareholder's advisors shall be required to comply with the foregoing disclosure obligations and the Shareholder agrees to be responsible for any breach of such disclosure obligations by any of the Shareholder's advisors); and (ii) Starrex and its directors, officers and advisors, without the prior written consent of Buyer, except to the extent required by Applicable Law, stock exchange rules or policies of regulatory authorities having jurisdiction which Buyer after reasonable notice shall not be unreasonably withheld or delayed, and any disclosure by the Shareholder after the first public disclosure of the existence and terms and conditions of this letter agreement by Buyer or Starrex or an Affiliate thereof shall be permitted only to the extent that any such information disclosed by the Shareholder has already been publicly disclosed by one of these parties other than the Shareholder. Notwithstanding anything contained herein or elsewhere, the existence and terms and conditions of this letter agreement may be disclosed by Buyer and Starrex in any press release issued in connection with the execution of the Asset Purchase Agreement or to the extent required by Applicable Law.

**10. Notices**

All notices to be given to a party hereunder shall be in writing and delivered personally, by overnight courier or email transmission, addressed, in the case of the Shareholder, to the address set forth in the signature page of the Shareholder set forth in this letter agreement, and in the case of Buyer at the following address:

c/o Concordia Group Holdings, LLC  
421 Century Way  
Red Oak, TX 75154  
Attention: [REDACTED NAMES]  
E-mail: [REDACTED EMAIL ADDRESSES]

with a copy (which shall not constitute valid delivery to Buyer) to:

Jones & Spross, PLLC  
1605 Lakecliff Hills Ln., Suite 100  
Austin, TX 78732  
Attention: Robyn Siers  
Telephone: [REDACTED]  
E-mail: [REDACTED EMAIL]



**11. Further Assurances**

The Shareholder shall from time to time and at all times hereafter at the request of Buyer but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this letter agreement.

**12. Enurement**

This letter agreement will be binding upon and enure to the benefit of Buyer, the Shareholder and their respective executors, administrators, successors and permitted assigns.

**13. Applicable Law**

This letter agreement shall be governed and construed in accordance with the laws of the State of Delaware and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the State of Delaware.

**14. Severability**

If any provision of this letter agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from all other provisions hereof and shall be deemed not to affect or impair the validity of any other provision hereof and each such provision is deemed to be separate and distinct.

**15. Enforcement**

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this letter agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions without the need for posting of security to prevent breaches of this letter agreement and to enforce specifically the terms and provisions hereof in any court of the Province of Alberta having jurisdiction, this being in addition to any other remedy to which such party is entitled at law or in equity.

**16. Entire Agreement**

This letter agreement supersedes all prior agreements between the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This letter agreement may not be modified or waived, except expressly by an instrument in writing signed by all the parties hereto. No waiver of any provision hereof by any party hereto shall be deemed a waiver by any other party nor shall any such waiver be deemed a continuing waiver of any matter by such party.

**17. Counterparts**

This letter agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of facsimile, e-mail or other electronic transmission.

This letter agreement shall be effective and enforceable in accordance with its terms effective as of the date the Asset Purchase Agreement is executed by the parties thereto.

***[Remainder of page intentionally left blank]***

If you are in agreement with the foregoing, please indicate your acceptance thereof by signing and returning this letter to Buyer.

Yours truly,

**Trident Services, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Elite Appraisal Center, L.L.C.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Shareholder:

\_\_\_\_\_  
Name of Shareholder (please print):

\_\_\_\_\_  
Name of Signatory (if different):

\_\_\_\_\_  
Title of Signatory:

\_\_\_\_\_  
Address of Shareholder:

\_\_\_\_\_  
Address of Shareholder:

\_\_\_\_\_  
Email of Shareholder:

\_\_\_\_\_  
Number of Starrex Common Shares beneficially owned by Shareholder, or over which Shareholder exercises control:

\_\_\_\_\_

**EXHIBIT J**  
**TRANSITION SERVICES AND SUPPORT AGREEMENT**

This **TRANSITION SERVICES AND SUPPORT AGREEMENT** (this “**Agreement**”) is entered into as of \_\_\_\_\_ with an effective date as of the Closing Date (“**Effective Date**”) by and among (i) Trident Services, LLC, a Georgia limited liability company (“**Trident**”); (ii) Elite Appraisal Center L.L.C., an Illinois limited liability company (“**Elite**”, and together with Trident, “**Buyer**”); (iii) Property Interlink, LLC, a Colorado limited liability company (“**Interlink**”); and (iv) Reliable Valuation Service, LLC, a Wyoming limited liability company (“**RVS**”, and together with Interlink, “**Seller**”) and Starrex Technical Services, LLC, a Nevada limited liability company (“**STS**,” Interlink and RVS each referred to as a “**Service Provider**” and collectively as, the “**Service Providers**”). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the APA (as defined below).

**RECITALS**

A. Pursuant to that certain Asset Purchase Agreement dated as of the Effective Date (the “**APA**”) by and between Buyer, Seller and Starrex International Ltd., a company governed by the Canada Business Corporations Act, Seller will transfer and assign the Acquired Assets to Buyer.

B. Concurrently with the execution of the APA and as a material inducement for Buyer to enter into the APA, each of Elite and Trident desires to receive and RVS and Interlink agrees to provide to Elite and Trident, respectively, Transition Services (as defined below) during the Transition Period (as defined below) in order to achieve the full benefit of such Acquired Assets, upon the terms and conditions set forth in this Agreement.

C. STS, an affiliate of Seller, currently provides certain accounting, human resources and information technology services to Seller and Buyer desires to receive, and STS agrees to provide such services to Buyer as part of the Transition Services as more fully described below, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Buyer entering into the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. TRANSITION SERVICES**

**1.1 Services.** Subject to the terms of this Agreement, (i) STS will provide to Buyer, the accounting, human resources and information technology services to the Business as currently conducted and as reasonably required for and related to the proper and orderly transition of the Acquired Assets acquired from Seller pursuant to the Agreement and as set out in Schedule “A” hereto, (ii) Interlink will provide to Trident such services as Interlink currently undertakes in the conduct of its Business, including the services of the applicable Active Employees so long as such Persons are employees of Interlink and (iii) RVS will provide to Elite such services as RVS currently undertakes in the conduct of its Business, including the services of the applicable Active Employees so long as such Persons are employees of RVS, in each case as reasonably required for and related to the proper and orderly transition of the Acquired Assets acquired from Seller pursuant to the Agreement (each a “**Transition Service**” and, collectively, the “**Transition Services**”) for a period commencing on the Effective Date and ending on the six month anniversary of the Effective Date, unless extended by the parties in accordance with this Agreement (the

“**Transition Period**”); provided that Buyer may terminate any Transition Service at any time during the Transition Period upon ten (10) days’ notice.

**1.2 Transition Period.** The parties agree to work in good faith to complete all Transition Services within the Transition Period; however, if it is reasonably necessary to continue certain of those services beyond the Transition Period in order to achieve an orderly transition of the Acquired Assets, Buyer and the applicable Service Provider will enter into good faith negotiations regarding such additional services, including the fees to be paid by Buyer to such Service Provider during such period of time as is necessary to complete the applicable Transition Services (the “**Extension Period**”). For the purposes of clarity, no Service Provider will have any obligation to provide any additional services pursuant to this Section 1.2, unless the parties mutually agree to such services.

**1.3 Cooperation.** The parties will use good faith efforts to cooperate with each other in exchanging information, providing necessary access to people, equipment and systems, and obtaining and providing all consents, licenses, sublicenses or approvals necessary to permit each party to perform its obligations hereunder.

**1.4 Quality and Scope of Services.** Each Service Provider shall perform the Transition Services in a manner, amount, skill, attention, care and quality substantially consistent with the manner, amount, skill, attention, care and quality of the Transition Services as provided by STS to the Business as conducted by such Service Provider immediately prior to the Effective Date, and in all cases in a professional and workmanlike manner.

## **2. COMPENSATION**

Buyer agrees, in consideration for the performance of the Transition Services by the Service Providers, to pay (i) STS the training costs, if any, as set out in Schedule “A” and (ii) each Service Provider the cost for any actual out-of-pocket fees and expenses incurred by such Service Provider for the performance of the Transition Services, including pass through costs incurred for payments to the Active Employees during the thirty (30) days following the Closing, any vendors or suppliers of Seller. Each Service Provider will only increase such compensation or hire additional employees to perform the Transition Services with Buyer’s prior written consent (which may be provided by email). The fees are inclusive of any applicable taxes (other than taxes based on the applicable Service Providers’ net income), the payment of which shall be the sole responsibility of the applicable Service Provider. Each Service Provider shall deliver to Trident or Elite, as applicable, on a monthly basis, an invoice for the fees associated with the Transition Services provided to such party for the previous month (the “**Monthly Invoice**”), including reasonable evidence of any third party expenses. Buyer shall pay the amount set forth on each Monthly Invoice within fifteen (15) days of this receipt of the same.

## **3. LIMITATION OF LIABILITY.**

EACH PARTY’S MAXIMUM LIABILITY UNDER OR PURSUANT TO THIS AGREEMENT IS STRICTLY LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID TO OR BY SUCH PARTY, AS THE CASE MAY BE, PURSUANT TO THE TERMS OF THIS AGREEMENT, OTHER THAN DAMAGES ARISING FROM OR IN CONNECTION WITH EACH PARTY’S INDEMNITY OBLIGATIONS UNDER SECTION 4 BELOW.

## **4. INDEMNITY**

Each party (the “**Indemnitor**”) will indemnify, defend and hold harmless the other party (the “**Indemnitee**”) and its Affiliates from and against any Damages incurred or sustained by the Indemnitee

where such Damages result from third party claims based upon: (i) the gross negligence or willful misconduct of the Indemnitor, other than to the extent resulting from the gross negligence or willful misconduct of Indemnitee, or Indemnitee's breach of its obligations pursuant to this Agreement, (ii) the failure by Indemnitor to comply fully with its obligations to any Indemnitor employee, including, without limitation, payment of wages, provision of benefits, and payment of employment taxes, or (iii) Indemnitor's failure to comply with applicable law in performing the Transition Services.

## 5. TERM AND TERMINATION

**5.1** Term. Unless earlier terminated in accordance with this Section 5, this Agreement is effective beginning on the Effective Date and will remain in effect until termination of each Service Provider's obligation to provide any Transition Services in accordance with this Agreement. Notwithstanding the foregoing, but subject to the parties agreeing to an Extension Period pursuant to Section 1.2, this Agreement will immediately terminate upon the sixth month anniversary of the Effective Date.

**5.2** Termination. Buyer may terminate this Agreement, or any Transition Service, in its sole discretion upon no less than ten (10) days written notice to STS.

**5.3** Survival. Sections 3, 4, 5.3 and 6 will survive any expiration or termination of this Agreement.

## 6. GENERAL

**6.1** Entire Agreement. This Agreement, the APA and the Supplemental Transaction Documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants or obligations contained in the APA, and such representations, warranties, covenants and obligations shall remain in full force and effect in accordance with the terms of the APA.

**6.2** Other Provisions. The provisions of Sections 9.9, 9.10, 9.11, 9.15, 9.16, 9.17, 9.19, 9.22, 9.23, 9.24, 9.25 and 9.26 of the APA will apply to this Agreement *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the first date written above.

**BUYER:**  
**TRIDENT SERVICES, LLC**  
By Concordia Group Holdings, LLC,  
Its Manager

**SERVICE PROVIDERS:**  
**RELIABLE VALUATION SERVICE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jacob Nice

Name: Matthew D. Hill

Title: Manager

Title: Manager

**ELITE APPRAISAL CENTER L.L.C.**  
By Concordia Group Holdings, LLC,  
Its Manager

**PROPERTY INTERLINK, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jacob Nice

Name: Matthew D. Hill

Title: Manager

Title: Manager

**STARREX TECHNICAL SERVICES, LLC**

By: \_\_\_\_\_

Name: Matthew D. Hill

Title: Manager

**SCHEDULE "A"**

- o Payroll processing
- o Commission verification for appraisers
- o Receipt of payment and subsequent posting to books and records
- o Payment posting to Valuelink
- o Deposits to Bank Accounts
- o Bank Account Reconciliations
- o Oversight by CFO and Controller
- o Daily Cash Reconciliations of Merchant Accounts
- o Monthly Merchant Account Reconciliations
- o Accounts Receivable Collections
- o Vendor Management and payments

Training Services provided upon written request by Buyer by *[REDACTED EMPLOYEE NAME]* at an Hourly Rate of *\$/[REDACTED RATE]* per hour and *[REDACTED EMPLOYEE NAME]* at an Hourly Rate of *\$/[REDACTED RATE]*

Information Technology and Transition Services (transition and migration of intellectual property) as provided by a third party provider and billed to Buyer at cost

## EXHIBIT K

### FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Agreement**”) is entered into as of [ ], 2022, by and among, Trident Services, LLC, a Georgia limited liability company (“**Buyer**”), and Property Interlink, LLC, a Colorado limited liability company (“**Seller**” together with Buyer, sometimes referred to individually as “**Party**” and collectively as the “**Parties**”) and Western Alliance Bank (“**Escrow Agent**”).

### RECITALS

A. Buyer, Seller and certain other parties, have entered into an Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of September 30, 2022, pursuant to Buyer will acquire all of Seller’s right, title and interest in and to all of the undertaking of Seller’s business as a going concern and all properties, assets, rights and interests of Seller, and Section 1.5(b)(i) of the Purchase Agreement provides that at closing of the transactions contemplated by the Purchase Agreement, Buyer will deposit the Escrow Amount (defined below) in a segregated escrow account to be held by Escrow Agent for the purposes set forth in the Purchase Agreement.

B. Western Alliance Bank does business as: Bridge Bank, Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, First Independent Bank, and Torrey Pines Bank C. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms of this Agreement.

C. Capitalized terms used but not defined herein shall have the meaning given to them in the Purchase Agreement; provided Buyer and Seller acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Purchase Agreement, (ii) all references in this Agreement to the Purchase Agreement are solely for the of Buyer and Seller, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. **Appointment.** The Parties hereby appoint Escrow Agent as escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Escrow Fund; Investment.**

a. Concurrently with the execution and delivery of this Agreement and the consummation of the transactions contemplated by the Purchase Agreement (the “**Closing**”), Buyer shall deposit, or cause to be deposited, with Escrow Agent the sum of (i) \$300,000 (the “**Purchase Price Escrow Amount**”) and (ii) \$50,000 (the “**Retention Escrow Amount**,” and together with the Purchase Price Escrow Amount, the “**Escrow Amount**”) in immediately available funds, which



Escrow Amount shall be held by the Escrow Agent upon the terms and conditions set forth herein. The Escrow Agent shall deposit and hold (i) the Purchase Price Escrow Amount in a separate non-interest bearing demand deposit account (the “**Purchase Price Escrow Account**”) and (ii) the Retention Escrow Amount in a separate non-interest bearing demand deposit account (the “**Retention Escrow Account**,” and together with the Purchase Price Escrow Account, each an “**Escrow Account**” and collectively, the “**Escrow Accounts**”) for the time required by and pursuant to the Purchase Agreement until the entirety of the Escrow Amount has been released pursuant to this Agreement. The Escrow Amount received by the Escrow Agent, less any funds distributed or paid from the applicable Escrow Account in accordance with this Agreement, are collectively referred to herein as the “**Escrow Funds**” and shall be included in the applicable Escrow Account.

### 3. **Disposition and Termination.**

a. Upon receipt of either (1) a Joint Direction received by Escrow Agent as set forth in Section 3.j., (2) a Final Order, or (3) a Final Determination, in each case specifying the amount of the disbursement, the account from which such payment shall be made, the party to whom the disbursement shall be made, and containing instructions for payment of the disbursement, Escrow Agent shall disburse funds as provided in the Joint Direction or Final Order, as applicable.

#### b. Purchase Price Escrow Amount.

i. Upon receipt of a Joint Direction with respect to the Purchase Price Escrow Account, the Escrow Agent shall promptly, but in any event within two (2) Business Days after the Joint Direction is received by the Escrow Agent, disburse all or a portion of the funds in the Purchase Price Escrow Account, as applicable, in accordance with such Joint Direction.

ii. If at any time either of the Parties receives the calculation of the Closing Purchase Price by the Independent Accountant pursuant to Section 1.6(c) of the Purchase Agreement (a “**Final Determination**”) expressly stating that such Party is owed all or a portion of the funds in the Purchase Price Escrow Account, then upon receipt by the Escrow Agent of a copy of such Final Determination from any Party, the Escrow Agent shall (A) promptly deliver a courtesy copy of such Final Determination to the other Party and (B) on the fifth (5th) Business Day following receipt by the applicable Party from the Escrow Agent of such Final Determination, disburse to Buyer and/or Seller, as applicable, all or a portion of the funds in the Purchase Price Escrow Account in accordance with such Final Determination. The Escrow Agent will act on such Final Determination without further inquiry.

#### c. Retention Escrow Amount.

i. No later than two (2) Business Days following the date that is twelve (12) months following the execution of this Agreement (the “**Retention Escrow Release Date**”); provided, that, if the Retention Escrow Release Date described above is not a Business Day, then the Retention Escrow Release Date shall be deemed to be the following Business Day, the Escrow Agent shall disburse to Seller in accordance with a Joint Direction, using Seller’s Standing Instructions set forth in Section 3(n) below, an amount, if any, equal to all of the remaining funds in the Retention Escrow Account, *minus* any Pending Claim Amount.

d. Reserved.

e. If any amount that would otherwise have been delivered pursuant to Section 3(c) is held by the Escrow Agent hereunder because such amount is the subject of a Pending Claim (as defined below), then such amount shall be distributed, promptly upon, and in accordance with, the resolution of such Pending Claim, as set forth in this Section 3. For the avoidance of doubt, upon the resolution of any Pending Claim, Buyer and Seller shall promptly issue a Joint Direction (as defined below) specifying (i) the amount, if any, of such Pending Claim to be paid to Buyer and (ii) the amount, if any, of Escrow Funds held in the Retention Escrow Account to be disbursed to Seller, which amount set forth in this clause (ii) shall be equal to the amount, if any, of Escrow Funds held in the Retention Escrow Account in excess of the amount of the remaining unresolved Pending Claims and after taking into account the payment, if any, to be made to Buyer in respect of clause (i).

f. Following the Retention Escrow Release Date, at such time as all Pending Claims have been fully and finally resolved and payments related thereto, if any, have been made pursuant Section 3(e), Buyer and Seller shall deliver a Joint Direction to the Escrow Agent to disburse any remaining Escrow Funds held in the Retention Escrow Account to Seller.

g. No later than 5:00 pm Eastern Standard Time on the last Business Day immediately prior to the Retention Release Date, Buyer may deliver to Escrow Agent a written notice (an “**Indemnity Demand Notice**”), with a copy thereof delivered simultaneously to Seller, which specifically (i) instructs Escrow Agent to deliver a specific amount (reasonably estimated if necessary) (the “**Indemnity Claim Amount**”) of the Escrow Funds held in the Retention Escrow Account to Buyer for an Indemnity Matter (as defined below), (ii) certifies that a copy of the Indemnity Demand Notice has been delivered to Seller, (iii) certifies that Buyer in good faith has determined that it is entitled to indemnification under the Purchase Agreement (an “**Indemnity Payment Obligation**”) in such Indemnity Claim Notice, which amount has been determined (or estimated) in good faith by Buyer, and (iv) states the specific reasons and facts underlying such Indemnity Claim Notice and such Indemnity Payment Obligation and the specific provisions of the Purchase Agreement upon which Buyer relies upon with respect thereto. If Seller disputes the Indemnity Payment Obligation or the Indemnity Claim Notice in, or the accuracy, genuineness or timeliness of, such Indemnity Demand Notice, Seller may, no later than 5:00 p.m. Eastern Standard Time on the date that is 30 Business Days after the date of receipt by the Escrow Agent of such Indemnity Demand Notice (the “**Dispute Period**”), deliver to Escrow Agent a written notice (a “**Dispute Notice**”), with a copy thereof simultaneously delivered to Buyer, specifying each such objection. If no Dispute Notice is received by the Escrow Agent within such Dispute Period, then the entire Indemnity Claim Amount stated in such Indemnity Demand Notice shall be deemed to have been agreed to by Seller, and the Escrow Agent shall deliver the Indemnity Claim Amount stated in such Indemnity Demand Notice to Buyer in accordance with the instructions set forth in such Indemnity Demand Notice from the Retention Escrow Account no later than one (1) Business Day following the applicable Dispute Period. In the event that the Escrow Agent receives, within the applicable Dispute Period, from Seller a Dispute Notice, the Escrow Agent shall refuse to comply with the Indemnity Demand Notice and shall refrain from taking any action with respect to such Indemnity Demand Notice other than to retain possession of the Escrow Funds requested

therein (in the amount of the Indemnity Claim Notice, but only to the extent of the portion of the Indemnity Claim Notice that is disputed in the Dispute Notice) until the Escrow Agent receives either a Joint Direction or an Indemnity Final Determination (as defined below). Escrow Agent shall deliver the undisputed Indemnity Claim Amount, if any, from the Retention Escrow Account no later than one (1) Business Day following the Dispute Period.

h. The Escrow Agent shall deliver to Buyer or Seller that portion of the Escrow Funds described in, and in accordance with the terms of, any Joint Direction or Final Indemnity Determination (as defined below). If at any time, Buyer and Seller deliver a Joint Direction to the Escrow Agent to release any Escrow Funds from the Retention Escrow Account, then the Escrow Agent shall release such amounts in cash from the Retention Escrow Account, and pay such amounts in cash in accordance with such Joint Direction.

i. Any cash disbursements to be made by the Escrow Agent pursuant to this Section 3 shall be made by wire transfer of immediately available funds to an account set forth by an Authorized Signatory in a written instruction and subject to satisfaction of Escrow Agent's security procedures set forth in Section 3(m) below, payable in United States currency.

j. For purposes of this Agreement, (i) a “**Joint Direction**” shall mean a joint written instruction from, and executed by an Authorized Signatory of each of Buyer and Seller to the Escrow Agent; (ii) “**Pending Claim Amount**” shall mean the aggregate dollar amount of the Escrow Funds in the Retention Escrow Account, if any, that may be payable to Buyer pursuant to one or more Pending Claims (as defined below), in each case that must be set forth by Buyer in an Indemnity Demand Notice during the period to which Buyer is entitled to be indemnified pursuant to the Purchase Agreement, which Indemnity Demand Notice shall identify the dollar amount (reasonably estimated, if necessary) of the Losses with respect to any claims for indemnification or payment under the Purchase Agreement for which: (x) the Dispute Period has not expired, or (y) a Dispute Notice was filed within the Dispute Period, however, the Escrow Agent has not received either a Joint Direction or a Final Determination (each a “**Pending Claim**”) (for the avoidance of doubt, “**Pending Claim Amount**” excludes any amounts already paid from the Escrow Funds in the Retention Escrow Account, to, or on behalf of, Buyer with respect to an Indemnity Payment Obligation); (iii) an “**Indemnity Matter**” shall mean any matter for which Buyer is entitled to seek indemnification from the Escrow Funds in the Retention Escrow Account in accordance with the terms of this Agreement and the Purchase Agreement; and (iv) a “**Indemnity Final Determination**” shall mean in the case of an Indemnity Matter, written instructions executed by an Authorized Signatory of either Buyer or Seller given to effectuate an attached final non-appealable order or judgment of a court of competent jurisdiction having the authority to determine the amount of, and any liability with respect to, any claims for which indemnification or payment is sought under the Purchase Agreement and the denial of, or expiration of all rights to, appeal related thereto, accompanied by a written certification from counsel of the prevailing Party attesting that such order or judgment is final and not subject to any further appeal or proceedings which is delivered to the Escrow Agent with a copy to Buyer and Seller, as applicable, and the Escrow Agent shall be entitled conclusively to rely upon any such certification and instruction and shall have no responsibility to review the order or judgment to which such certification and instruction refers or to make any determination as to whether such order or judgement is final.

k. If any claimed amount set forth in an Indemnity Demand Notice is not known or is an estimated amount, Buyer shall deliver to Escrow Agent and Seller an updated Indemnity Demand Notice with the final claimed amount once such amount is known and Seller shall be entitled to object to the updated portion of such updated Indemnity Demand Notice pursuant to Section 3(g) above as if such portion were a new Indemnity Demand Notice.

l. Escrow Agent shall be entitled to conclusively presume that the delivery of any Indemnity Demand Notice, Final Determination, Indemnity Final Determination or Dispute Notice and the information set forth therein complies with the terms of the Purchase Agreement and that Seller or Buyer, as applicable, contemporaneously received each Indemnity Demand Notice, Final Determination, Indemnity Final Determination and Dispute Notice received by Escrow Agent.

m. Notwithstanding anything to the contrary set forth in Section 8, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of the Escrow Funds, must be in writing and executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth on the Designation of Authorized Signatories attached hereto as Exhibits A-1 and A-2, which the Parties agree to supplement from time to time, upon resignation, removal, death, or incapacity of any such Authorized Signatory, upon notice to the Escrow Agent and the other Parties such that each Party that is a legal entity shall, at all times, have at least two (2) officers available (each an “**Authorized Signatory**”), and delivered to Escrow Agent only by confirmed facsimile or as a Portable Document Format (“**PDF**”) attached to an email on a Business Day at the email addresses set forth in Section 8 below. Each Designation of Authorized Signatory shall be signed by the Secretary, any Assistant Secretary or other duly authorized person of the named Party. No instruction for or related to the transfer or distribution of the Escrow Funds shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Business Day as a PDF attached to an email only at the fax number or email address set forth in Section 8 and as evidenced by a confirmed transmittal to the Party’s or Parties’ email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Funds if delivered to any other email address, including but not limited to a valid email address of any employee of Escrow Agent. Notwithstanding anything to the contrary, the Parties acknowledge and agree that Escrow Agent (i) shall have no obligation to take any action in connection with this Agreement on a non-Business Day and any action Escrow Agent may otherwise be required to perform on a non-Business Day may be performed by Escrow Agent on the following Business Day and (ii) may not transfer or distribute any Escrow Funds until Escrow Agent has completed its security procedures. The Buyer and Seller understand that the Escrow Agent’s inability to receive or confirm instructions pursuant to the above procedure may result in a delay, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

n. The Parties each acknowledge that Escrow Agent is authorized to use the following funds transfer instructions (“**Initial Standing Instructions**”) to disburse any funds due to Seller and/or Buyer, respectively, without a verifying call-back as set forth in Section 3(o) below:

Bank name: [REDACTED BANKING INFORMATION]  
Account Number:  
ABA Routing.:  
Account Name: Reference:

**Seller:**

Bank name:  
Account Number:  
ABA Routing.:  
Account Name:  
Reference:

o. In the event any funds transfer instructions other than the Initial Standing Instructions are set forth in a permitted instruction from a Party or the Parties in accordance with this Agreement, (any such additional funds transfer instructions, “**Additional Standing Instructions**” and, together with the Initial Standing Instructions, the “**Standing Instructions**”), Escrow Agent will confirm such funds transfer instructions by a telephone call-back or email confirmation to one of the respective Authorized Signatories, and Escrow Agent may rely upon and act upon the confirmation of anyone purporting to be that Authorized Signatory. No funds will be disbursed until such confirmation occurs. Each Party agrees that after such confirmation, Escrow Agent may continue to rely solely upon such Additional Standing Instructions and all identifying information set forth therein for such beneficiary without an additional telephone call-back. The persons designated as Authorized Signatories and telephone numbers for such persons may be changed only in a writing executed by an Authorized Signatory or other duly authorized officer or person of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Escrow Agent will confirm any such change in Authorized Signatories by a telephone call-back or email confirmation to an Authorized Signatory and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Signatory. Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by a Party or the Parties and confirmed by an Authorized Signatory. Further the beneficiary's bank in the funds transfer instruction may make payment on the basis of the account number provided in such Party's or the Parties' instruction and confirmed by an applicable Authorized Signatory even though it identifies a person different from the named beneficiary.

p. The Parties acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and the Parties hereby expressly assume such risks.

q. As used herein, “**Business Day**” shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized

or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 3 are commercially reasonable. Upon delivery of the Escrow Funds in full by Escrow Agent, this Agreement shall terminate and the Escrow Accounts shall be closed, subject to the provisions of Sections 6 and 7. The provisions of Sections 4, and 6 -10 shall survive the termination of this Agreement and/or the earlier resignation or removal of the Escrow Agent.

r. Notwithstanding anything to the contrary contained in this Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction may be confirmed by a verifying call-back (or email confirmation) to an Authorized Signatory.

#### **4. Provisions Concerning Escrow Agent.**

a. Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Notwithstanding anything to the contrary, Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. The Parties agree that Escrow Agent shall not assume any responsibility for the failure of the Parties to perform in accordance with this Agreement. Notwithstanding the terms of any other agreement, the terms and conditions of this Agreement shall control the actions of Escrow Agent and no additional obligations on the part of Escrow Agent shall be inferred from the terms of this Agreement or any other agreement. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Signatory(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Any notice, document, instruction or request delivered by a Party but not required under this Agreement may be disregarded by Escrow Agent. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to either Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder, or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a Joint Direction which eliminates such ambiguity or conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final) (a "**Final Order**"); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Funds, including, without limitation, the Escrow Amount nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. In no event shall Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever

(including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

b. No Financial Obligation. No provision of this Agreement shall require Escrow Agent to risk or advance its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of its rights under this Agreement and the Escrow Agent shall be under no obligation or duty to perform any act which would involve it in any material expense or liability or to institute or defend any suit in respect of this Agreement or to advance any of its own monies unless properly indemnified.

c. Attorneys and Agents. Escrow Agent shall have the right, but not the obligation, to consult with counsel or other such professionals of its choice and shall not be liable for action taken or omitted to be taken by Escrow Agent in good faith and in accordance with the advice of such counsel or other such professionals, provided such action or inaction is without bad faith, gross negligence or willful misconduct by Escrow Agent. Escrow Agent may in all cases pay such compensation to such counsel and shall be entitled to reimbursement as set forth in Section 8(a) for all such compensation paid. Escrow Agent may perform its duties through its agents, attorneys, custodians or nominees, and shall not be liable for any misconduct or gross negligence on the part of any agent, attorney or custodian appointed with due care hereunder.

**5. Resignation; Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving at least thirty (30) days advance notice in writing of such resignation to Buyer and Seller and Escrow Agent may be removed by Buyer and Seller, with or without cause, at any time after giving not less than (30) days advance notice by a Joint Direction. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Funds (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by Buyer and Seller, or such other person designated by Buyer and Seller, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, Buyer and Seller have failed to appoint a successor escrow agent, or to instruct the Escrow Agent to deliver the Escrow Funds to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent may either (a) interplead the Escrow Funds with a court of competent jurisdiction located in the State of Delaware and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Escrow Funds or (b) appoint a successor escrow agent. Any appointment of a successor escrow agent shall be binding upon Buyer and Seller and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Escrow Funds to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all of the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act.

## 6. **Compensation; Acknowledgment.**

a. Buyer and Seller shall each be liable for fifty percent (50%) of the compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Exhibit B.

b. Buyer and Seller each further agrees to the disclosures and agreements set forth in Exhibit B.

c. Buyer and Seller each agree to prepay fifty percent (50%) of the fees for the Escrow Agent services set forth on Exhibit B upon execution of this Agreement.

7. **Indemnification and Reimbursement.** Buyer and Seller shall jointly and severally, indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents, and employees, (the “**Indemnitees**”) from and against any and all losses, damages, claims, liabilities, taxes (other than taxes on income earned by an Indemnitee in connection herewith), penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, reasonable fees and expenses of outside counsel and experts and their staffs and all reasonable expense of document location, duplication and shipment) (collectively “**Indemnitee Losses**”), arising out of or in connection with (a) Escrow Agent’s performance of this Agreement, except to the extent that such Indemnitee Losses are determined by a court of competent jurisdiction to have been directly caused by fraud, gross negligence, willful misconduct or bad faith of any Indemnitee; and (b) Escrow Agent’s following, accepting or acting upon any instructions or directions from the Buyer and Seller, whether joint or singular, received in accordance with this Agreement. Buyer and Seller hereby grant Escrow Agent a lien on, right of set-off against and security interest in the Escrow Funds for the payment of any claim for indemnification, fees and expenses and amounts due to Escrow Agent or an Indemnitee. In furtherance of the foregoing, Escrow Agent is expressly authorized and directed, but shall not be obligated, to charge against and withdraw from the Escrow Funds for its own account or for the account of an Indemnitee any amounts due to Escrow Agent or to an Indemnitee under Section 6 or 7. Notwithstanding anything to the contrary herein, Buyer and Seller agree, solely as between themselves, that any obligation for indemnification under this Section 7 shall be borne by the Party determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one half by Buyer and one half by Seller. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

8. **Notices.** Except as otherwise provided in Section 3, all legal notices, demands, and communications hereunder shall be in writing or set forth in a PDF attached to an email, and all instructions from a Party or the Parties to the Escrow Agent shall be executed by an Authorized Signatory, and shall be delivered in accordance with the terms of this Agreement by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address for each party as set forth below. All notices to the Escrow Agent, regardless of any other the method of delivery chosen in accordance with this Section 8, shall also be transmitted to the Escrow Agent



via e-mail as indicated below, and shall not be deemed received by the Escrow Agent unless also sent via e-mail.

If to Seller, to:

Reliable Valuation Services, LLC and Property Interlink, LLC  
14701 Saint Mary's Lane, Suite 150  
Houston, Texas 77079  
Attention: Matt Hill, Debbie Merritt  
E-mail: [mhill@starrexintl.com](mailto:mhill@starrexintl.com); [dmerritt@starrexintl.com](mailto:dmerritt@starrexintl.com)

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

Tingle Merrett, LLP  
1250 Standard Life Building  
639 – 5<sup>th</sup> Avenue S.W.  
Calgary, AB T2P 0M9  
Attention: Scott Reeves  
E-mail: [sreeves@tinglemerrett.com](mailto:sreeves@tinglemerrett.com)

If to Buyer, to:

c/o Concordia Group Holdings, LLC  
1900 N Hoyne Ave  
Chicago, IL 60647  
Attention: Albert Goldstein; Matthew Walters E-  
mail: *[REDACTED EMAIL ADDRESSES]*

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

Jones & Spross PLLC  
1605 Lakecliff Hills Lane  
Suite 100  
Austin, Texas 78732  
Attn: *[REDACTED]*  
Email: *[REDACTED]*

If to Escrow Agent:

Bridge Bank, a division of Western Alliance Bank  
Attention: Lisa Kremers  
3601 Minnesota Drive, Suite 800  
Edina, Minnesota 55435  
Phone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]

With a copy to:

Western Alliance Bank  
Attention: Legal Department  
1 E. Washington Street, Suite 1400  
Phoenix, AZ 85004  
Email: [REDACTED]

9. **Accounting.** The Escrow Agent shall provide monthly reports of transactions and holding to Buyer and Seller at of the end of each month, at the mailing address provided by Buyer and Seller in Section 8 of this Escrow Agreement.

10. **Income Tax Reporting; TIN Certification; Tax Liability**

a. **Reporting.** Buyer shall be treated for all tax purposes as the owner of the Escrow Funds and any taxable interest or other income earned from investment of the Escrow Funds (“Escrow Earnings”) earned in any tax year shall be allocated to Buyer and reported to the Internal Revenue Service by the Escrow Agent as income earned from such Escrow Funds; provided, that on or prior to the tenth (10<sup>th</sup>) Business Day following the end of each calendar year end during the term of this Agreement and immediately prior to the Escrow Release Date, the Escrow Agent shall automatically distribute an amount equal to forty percent (40%) of any Escrow Earnings earned on or paid to such Escrow Account during such calendar year (or the period beginning on the first (1<sup>st</sup>) calendar day of the calendar quarter that includes the Escrow Release Date and ending on the Escrow Release Date) to Buyer in accordance with the wire transfer instructions delivered to Escrow Agent by Buyer. An IRS form W-9 or applicable form W-8 for Buyer shall be provided to the Escrow Agent upon execution of this Agreement.

b. **Certification of Tax Identification Number.** The Parties shall provide Escrow Agent with certified tax identification numbers by furnishing all applicable and appropriate tax forms and other documentation as Escrow Agent may request. The Parties understand that if such tax reporting documentation is not provided and certified to Escrow Agent, Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of monies or other property held by Escrow Agent pursuant to this Agreement.

c. Tax Liability. To the extent that Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Funds, Escrow Agent shall satisfy such liability to the extent possible directly from the Escrow Funds, with or without notice to the Parties. The Parties, jointly and severally, shall indemnify, defend and hold Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against Escrow Agent on or with respect to the Escrow Funds and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of Escrow Agent. The indemnification provided by this Section 10(c) is in addition to the indemnification provided in Section 7 and shall survive the resignation or removal of Escrow Agent and the termination of this Agreement.

**11. Compliance with Directives.** In the event that a legal garnishment, attachment, levy, restraining notice, court order or other governmental order (a “**Directive**”) is served with respect to any of the Escrow Funds, or the delivery thereof shall be stayed or enjoined by a Directive, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such Directives so entered or issued and in the event that Escrow Agent obeys or complies with any such Directive it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such Directive be subsequently reversed, modified, annulled, set aside or vacated.

## **12. Miscellaneous.**

a. The provisions of this Agreement may be waived, altered, amended or supplemented only by a written instrument signed by the Escrow Agent and the Parties.

b. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party and any assignment in violation of this Agreement shall be ineffective and void. No assignment of the interest of any of the Parties shall be binding upon Escrow Agent unless and until (i) written evidence of such assignment in form satisfactory to Escrow Agent shall be filed and accepted by Escrow Agent, (ii) all tax reporting forms required by Escrow Agent, duly executed by the assignee, have been provided to and accepted by Escrow Agent, and (iii) the assignee has complied with the requirements of Section 10(e) below. This Agreement shall be binding upon and inure to the benefit of each party’s respective successors and permitted assigns.

c. This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to its conflicts of law provisions. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process or immunity from liability, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

d. Escrow Agent shall not be liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, public health emergencies, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. Escrow Agent shall use commercially reasonable efforts, which are consistent with accepted practices in the banking industry, to resume performance as soon as reasonably practicable under the circumstances.

e. This Agreement, any Joint Directions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. All signatures of the parties to this Agreement may be transmitted by PDF attached to an email, and such PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

f. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into, execute and deliver this Agreement and to perform all of the duties and obligations to be performed by it hereunder; and (iii) the person(s) executing this Agreement on such Party's behalf and certifying Authorized Signatories in the applicable Schedule 1 have been duly and properly authorized to do so, and each Authorized Signatory of such Party has been duly and properly authorized to take the actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 7 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Escrow Funds or this Agreement.

g. The headings of the Sections of this Agreement have been inserted for convenience and shall not modify, define, limit or expand the express provisions of this Agreement. The rights and remedies conferred upon the Parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

h. Information. The Parties authorize the Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in the Escrow Agent's opinion, for the purpose of allowing the Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for operational or risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of

Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of the Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the Escrow Accounts are maintained, or in which the transaction is conducted. The Parties agree that such disclosures by the Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

i. Compliance with Laws. Each of the Parties hereby represents that (i) it is not a person that is the target of any sanctions program administered by the U.S. Department of the Treasury Office of Foreign Assets Control (“**Sanctioned Person**”); (ii) it is not directly or indirectly controlled by, or acting hereunder for or on behalf of (other than the equity holders of Seller), any Sanctioned Person; and (iii) Buyer hereby represents that none of the funds used to make any payments contemplated under this Agreement are derived from any illegal activity.

j. Identification. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each individual or entity that opens an account. Therefore, Escrow Agent must obtain the name, address, taxpayer (or other government-issued) identification number, and other information, such as date of birth for individuals, for each individual and business entity that is a party to this Agreement in accordance with the account agreements applicable to the Escrow Account and as may be required by law.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**Trident Services, LLC**  
as Buyer

**By: Concordia Group Holdings, LLC**  
Its: Manager

By: \_\_\_\_\_  
Name: Matthew Walters  
Title: Authorized Signatory

**Property Interlink, LLC**  
as Seller

By: \_\_\_\_\_  
Name: Matthew D. Hill  
Title: Manager

**WESTERN ALLIANCE BANK**  
as Escrow Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Escrow Agreement]*

**EXHIBIT A-1**

DESIGNATION OF AUTHORIZED SIGNATURES OF BUYER

The specimen signatures shown below are the specimen signatures of Buyer under the Escrow Agreement to which this Exhibit is attached, who are authorized to initiate and approve transactions of all types for the above-mentioned account on behalf of Buyer.

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Signature</u></b>	<b><u>Contact Number</u></b>

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

\_\_\_\_\_

Date

TRIDENT SERVICES, LLC  
BY: CONCORDIA GROUP HOLDINGS, LLC  
ITS: MANAGER

By: \_\_\_\_\_

Name: Matthew Walters

Its: Authorized Officer

**EXHIBIT A-2**

DESIGNATION OF AUTHORIZED SIGNATURES OF SELLER

The specimen signatures shown below are the specimen signatures of Seller under the Escrow Agreement to which this Exhibit is attached, who are authorized to initiate and approve transactions of all types for the aforementioned account on behalf of Seller.

**Name**

**Title**

**Signature**

**Contact  
Number**

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IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Name: Matthew D. Hill  
Its: Authorized Officer



**EXHIBIT B**

FEES OF ESCROW AGENT

Description of Fee	Amount
Administrative Fee	waived

**Out-of Pocket Expenses:**

**Billed at Cost**

This includes fees billed by any outside contractors that are engaged including but not limited to attorneys, accountants, managers, or appraisers and also includes charges incurred for printing, publishing, postage, and special delivery expenses.

**EXHIBIT C**

**ESCROW ACCOUNT & WIRE INSTRUCTIONS**

**Bank Name:** Western Alliance Bank

**ABA:**

**Account Number:**

**Account Name:**

**Bank Name:** Western Alliance Bank

**ABA:**

**Account Number:**

**Account Name:**

**Address:**

Western Alliance Bank  
2701 E Camelback Rd, Suite 110  
Phoenix, AZ 85016

**For Phone Verification of Wire Transfer Instructions, please contact:**

Lisa Kremers, Vice President: *[REDACTED]*

Eric Burgoon, Relationship Associate: *[REDACTED]*

## DISCLOSURE SCHEDULES

This Disclosure Schedule is made and given pursuant to SECTION 2 of the ASSET PURCHASE AGREEMENT, dated as of September 30, 2022 (the "Agreement"), by and among (i) Trident Services, LLC, a Georgia limited liability company ("Trident"); (ii) Elite Appraisal Center L.L.C., an Illinois limited liability company ("Elite", and together with Trident, "Buyer"); (iii) Property Interlink, LLC, a Colorado limited liability company ("Interlink"); and (iv) Reliable Valuation Service, LLC, a Wyoming limited liability company ("RVS", and together with Interlink, "Seller") and Starrex International Ltd., a company governed by the Canada Business Corporations Act ("Starrex"). All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is readily apparent from the face of such disclosure. Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Disclosure Schedule (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item.

**SCHEDULE 1.1(a)**  
**TANGIBLE PERSONAL PROPERTY**

<b>Location</b>	<b>Description</b>	<b>Number of Items</b>
Colorado Office	Dell Optiplex 3050 Desktop	1
Colorado Office	Dell Optiplex 5080 Desktop	1
Colorado Office	Dell Optiplex 5090 Desktop	1
Colorado Office	Dell Optiplex 7020 Desktop	1
Colorado Office	Dell Optiplex 7050 Desktop	1
Colorado Office	Dell Optiplex 9020 Desktop	1
Colorado Office	Dell Latitude 3520 Laptop	1
Colorado Office	Dell Latitude 3520 Docking Station	1
Colorado Office	Dell Laptop	1
Houston Office	Dell Laptop	1
Houston Office	Dell Optiplex 3050 Desktop	1
Houston Office	Dell Optiplex 5080 Desktop	4
Houston Office	Dell Optiplex 5090 Desktop	1
Houston Office	Dell Optiplex 7010 Desktop	1
Houston Office	Dell Optiplex 7020 Desktop	2
Houston Office – Remote Worker	Dell Optiplex 7020 Desktop	1
Austin Remote Worker	Dell Optiplex 5080 Desktop	1
Houston Remote Worker	Dell Optiplex 3050 Desktop	1
Houston Remote Worker	Dell Optiplex 5080 Desktop	1
Houston Remote Worker	Dell Optiplex 7020 Desktop	1
Washington Remote Worker	Dell Optiplex 5080 Desktop	1
Austin Remote Worker	Dell Monitor	2
Colorado Office	Dell Monitor	8
Colorado Office	Samsung Monitor	3
Houston Office	Dell Monitors	15
Houston Office	Asus Monitors	4
Houston Remote Worker	Dell Monitor	8
Houston Remote Worker	LG Monitor	2
Washington Remote Worker	Dell Monito	2
Houston Office	HP LaserJet Pro M402N Printer	1
Houston Office	Lexmark MS610dn Printer	1
Midland Corp. Apartment	Brother MFC-L2750 Printer	1
Houston Remote Worker	HP LaserJet Pro M402N Printer	1

**SCHEDULE 1.1(b)**  
**TELEPHONE LISTINGS**

*[REDACTED CONFIDENTIAL NON-PUBLIC INFORMATION]*

**SCHEDULE 1.1(c)**  
**WEBSITE DOMAIN AND URLS**

<b>Domain</b>	<b>URL</b>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="http://www.propertyinterlihk.com">www.propertyinterlihk.com</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/about-us/">https://propertyinterlink.com/about-us/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/appraisal-types/">https://propertyinterlink.com/appraisal-types/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/appraiser-guidelines/">https://propertyinterlink.com/appraiser-guidelines/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/appraiser-registration/">https://propertyinterlink.com/appraiser-registration/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/appraisers/">https://propertyinterlink.com/appraisers/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/automated-tools/">https://propertyinterlink.com/automated-tools/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/broker-registration/">https://propertyinterlink.com/broker-registration/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/brokers/">https://propertyinterlink.com/brokers/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/client-registration/">https://propertyinterlink.com/client-registration/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/compliance/">https://propertyinterlink.com/compliance/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/contact/">https://propertyinterlink.com/contact/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/fannie-mae-guidelines/">https://propertyinterlink.com/fannie-mae-guidelines/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/fha-guidelines/">https://propertyinterlink.com/fha-guidelines/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/hello-world/">https://propertyinterlink.com/hello-world/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/">https://propertyinterlink.com/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/jointheteam/">https://propertyinterlink.com/jointheteam/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/lenders/">https://propertyinterlink.com/lenders/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/privacy-policy/">https://propertyinterlink.com/privacy-policy/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/request-a-speaker/">https://propertyinterlink.com/request-a-speaker/</a>
<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/services/">https://propertyinterlink.com/services/</a>
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<a href="http://www.propertyinterlink.com">www.propertyinterlink.com</a>	<a href="https://propertyinterlink.com/why-choose-us/">https://propertyinterlink.com/why-choose-us/</a>

**SCHEDULE 1.1(c)**  
**WEBSITE DOMAIN AND URLS**

[www.reliablevaluationservice.com](http://www.reliablevaluationservice.com)

[www.reliablevaluationservice.com](http://www.reliablevaluationservice.com)

[www.reliablevaluationservice.com](http://www.reliablevaluationservice.com)

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[www.reliablevaluationservice.com](http://www.reliablevaluationservice.com)

[www.reliablevaluationservice.com](http://www.reliablevaluationservice.com)

<https://reliablevaluationservice.com/about-us/>

<https://reliablevaluationservice.com/appraisal-reviews/>

<https://reliablevaluationservice.com/appraisal-types/>

<https://reliablevaluationservice.com/appraiser-guidelines/>

<https://reliablevaluationservice.com/appraisers/>

<https://reliablevaluationservice.com/austin-appraisal/>

<https://reliablevaluationservice.com/automated-tools/>

<https://reliablevaluationservice.com/portfolio/blog-ui/>

<https://reliablevaluationservice.com/compliance/>

<https://reliablevaluationservice.com/contact/>

<https://reliablevaluationservice.com/divorce-appraisals/>

<https://reliablevaluationservice.com/employee-relocation/>

<https://reliablevaluationservice.com/fannie-mae-guidelines/>

<https://reliablevaluationservice.com/fha-appraisal/>

<https://reliablevaluationservice.com/fha-guidelines/>

<https://reliablevaluationservice.com/frequently-asked-questions/>

<https://reliablevaluationservice.com/portfolio/jack-graham-portfolio/>

<https://reliablevaluationservice.com/jointtheteam/>

<https://reliablevaluationservice.com/lenders/>

<https://reliablevaluationservice.com/litigation-and-financial-suites/>

<https://reliablevaluationservice.com/measure-only-appraisals/>

<https://reliablevaluationservice.com/new-braunfels-appraisal/>

<https://reliablevaluationservice.com/news/>

<https://reliablevaluationservice.com/portfolio/night-sky-app/>

<https://reliablevaluationservice.com/privacy-policy/>

<https://reliablevaluationservice.com/property-condition-inspection/>

<https://reliablevaluationservice.com/property-tax-protest-arbitration/>

<https://reliablevaluationservice.com/>

<https://reliablevaluationservice.com/reo-appraisals/>

<https://reliablevaluationservice.com/request-a-speaker/>

<https://reliablevaluationservice.com/residential-appraisal-services/>

<https://reliablevaluationservice.com/residential-home-inspection/>

<https://reliablevaluationservice.com/reverse-mortgages/>

<https://reliablevaluationservice.com/san-antonio-appraisal/>

<https://reliablevaluationservice.com/services/>

<https://reliablevaluationservice.com/portfolio/the-bike-project/>

<https://reliablevaluationservice.com/portfolio/waveform/>

<https://reliablevaluationservice.com/what-is-an-sra-or-senior/>

<https://reliablevaluationservice.com/why-choose-us/>

**SCHEDULE 1.1(e)**  
**BUSINESS CUSTOMER LIST**

*[REDACTED – CONFIDENTIAL BUSINESS INFORMATION]*



**SCHEDULE 1.1(d)  
MARKS AND LOGOS**

Trade Names

Property Interlink, LLC  
Reliable Valuation Service, LLC

Marks and Logos



**SCHEDULE 1.1(f)  
SOFTWARE LICENSES**

**MICROSOFT**

Display name	Licenses
<i>[REDACTED EMPLOYEE NAMES]</i>	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft Defender for Office 365 (Plan 1)
	Microsoft Defender for Office 365 (Plan 1)+Office 365 E1
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft Defender for Office 365 (Plan 1)+Office 365 E1
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Exchange Online (Plan 1)+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft Teams Exploratory
	Microsoft 365 Business Premium
	Office 365 E3+Microsoft Power Automate Free+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Exchange Online (Plan 1)+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
Office 365 E3+Microsoft Defender for Office 365 (Plan 1)	
Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)	
Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)	
Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)	
Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)	



Display name	Licenses
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Exchange Online (Plan 1)+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)
	Microsoft 365 Business Premium+Microsoft Defender for Office 365 (Plan 1)

**TOTAL A LA MODE LICENSES**

Name	Lic Type 1	Lic Type 2
<i>[REDACTED EMPLOYEE NAMES]</i>	Titan Reports	
	Titan Reports	Titan Office
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	Titan Office
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Reports	
	Titan Drive	
	Total	
Titan Reports		
Titan Reports		
Titan Reports		

**SCHEDULE 1.1(n)**  
**ASSUMED CONTRACTS**

1. Sundance Creek LP – Corporate Apartment Lease
2. Marlin Capital Solutions – Copier Lease
3. Commercial Building Lease dated December 1, 2019, between 2474 Patterson Road LLC and Property Interlink regarding leased premises located at 2474 Patterson Rd, Suite 222, Grand Junction, Colorado 81505 known as Hayward Plaza

**SCHEDULE 1.1(o)**  
**ACQUIRED ASSETS**

Other Assets – None.

**SCHEDULE 1.2**  
**EXCLUDED ASSETS OF SELLER**

1. Sublease Agreement dated June 24, 2021, between CH2M Hill, Inc. and Property Interlink, LLC for the premises located at 14701 St. Mary's Lane, Houston, TX 777079, including all tenant improvements, furniture, artwork at this location, but not including computers and copier leases at this location.
  
2. The following: cash or monies, (other than accounts receivable) in excess of agreed upon net working capital, in any bank accounts of either Interlink or RVS; ownership of rights with respect to the Benefit Plans; bank lines of credit and credit card agreements; insurance policies, including any cash surrender value thereof and the right to receive any insurance recoveries thereunder; the benefit of any credits or recoveries of any Taxes, duties or similar governmental charges of any nature paid or payable by either Interlink or RVS in respect of any matter or period prior to the Closing Date; original minute books of either Interlink or RVS; all tax returns of either Interlink or RVS, opinions and files of their legal counsel; all personnel records that any member of either Interlink or RVS that are required by applicable law to be retained either Interlink or RVS; books and Records relating exclusively to the Excluded Assets or Retained Liabilities; deposits, advances, pre-paid expenses and credits relating exclusively to the Retained Liabilities; indebtedness and intercompany receivables owing from either Interlink or RVS or their affiliates; interests of either Interlink or RVS in any existing legal proceedings specifically identified by either Interlink or RVS to the Buyer and legal proceedings relating exclusively to the Excluded Assets or Retained Liabilities, and in the proceeds of any judgements or orders thereunder; any claims or rights against third parties relating exclusively to the Excluded Assets or Retained Liabilities; either Interlink or RVS 's rights under the Asset Purchase Agreement; telephone, cell phone and facsimile numbers, internet, website, URL and email listings and addresses of Starrex solely in respect of its corporate office in Houston, Texas and its website; all equity interests in subsidiaries of the Corporation



**Sublease Agreement**

Landlord: BRI 1851 Ashford, LLC

Original Tenant: CH2M Hill, Inc.

Original Tenant Address: 9191 South Jamaica Street Englewood, CO 80112

Sublessor: Property Interlink, LLC

Sublessor's Address: 16350 Park Ten Place 103 Houston, Texas 77084

Sublessee: Trident Services, LLC

Sublessee's Current Address: 875 Old Roswell Rd, Suite G-300, Roswell, GA30076

Subleased Premises: 14701 St. Mary's Lane Houston, Texas 77079

Sublease Commencement Date: **TBD**

Sublease Expiration Date: 11/25/2024

Sublease Rent: \$2,511.33 (\$8.00 per square foot) / month

Sublease Square Footage: 3,767 square feet

**A. Sublessee's Obligations**

*A.1. Sublessee agrees to—*

*A.1.a.* Sublease the Subleased Premises for the Sublease Term beginning on the Sublease Commencement Date and ending on the Sublease Expiration Date.

*A.1.b.* Pay the Sublease Rent directly to Landlord the first day of each month.

*A.1.c.* Obey in all material respects all laws relating to Sublessee's use of the Subleased Premises and terms of the Base Lease as they apply to the Subleased Premises.

*A.1.d.* Vacate the Subleased Premises and return all keys to the Subleased Premises on termination of this sublease.

*A.1.e.* INDEMNIFY, DEFEND, AND HOLD SUBLESSOR AND SUBLESSOR'S AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE SUBLEASED PREMISES DURING THE TERM OF THIS SUBLEASE. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF**

**SUBLESEE'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE SUBLEASE TERM, AND (iv) WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, STRICT LIABILITY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBLESSOR OR SUBLESSOR'S AGENTS.**

*A.1.f.* Maintain liability insurance for the Subleased Premises and the conduct of Sublessee's business, with Sublessor named as an additional insured, in the amounts stated in the Base Lease.

*A.1.g.* Maintain insurance on Sublessee's personal property.

*A.1.h.* Deliver certificates of insurance to Sublessor when requested.

*A.1.i.* Pay the full rent due under this Sublease directly to Landlord.

**A.2. Sublessee agrees not to—**

*A.2.a.* Use the Subleased Premises for any purpose other than as permitted under Sublease dated June 24, 2021 between the Original Tenant and Sublessor.

*A.2.b.* Create a nuisance.

*A.2.c.* Interfere with any other tenant's normal business operations or Landlord's management of the building.

*A.2.d.* Permit any waste.

*A.2.e.* Use the Subleased Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

*A.2.f.* Change Landlord's lock system without Landlord approval.

*A.2.g.* Alter the Subleased Premises without Landlord approval.

*A.2.h.* Allow a lien to be placed on the Subleased Premises.

*A.2.i.* Assign this sublease or sublease any portion of the Subleased Premises without Sublessor's written consent.

## **B. Sublessor's Obligations**

**Sublessor agrees to—**

*B.1.* Sublease the Subleased Premises to Sublessee for the Sublease Term.

*B.2.* Comply with Tenant's obligations under the Base Lease.

B.3. Enforce Landlord's obligations under the Base Lease.

B.4. Make available to the Subleased Premises all services and rights provided under the Base Lease.

B.5. Obey all laws relating to Sublessor's operation of the Subleased Premises.

**C. Notices. Any notices, consents or other communication required to be sent or given hereunder by any party shall in every case be in writing and shall be deemed properly served if (a) delivered personally, (b) sent by a recognized overnight courier service or (c) sent via electronic mail to the parties at the addresses as set forth below or at such other addresses as may be furnished in writing.**

**If to the Sublessor:**

Property Interlink, LLC  
16350 Park Ten Place 103  
Houston, Texas 77084  
E-mail: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

**If to Tenant:**

Trident Services, LLC  
c/o Concordia Group Holdings, LLC  
222 N LaSalle St.  
Ste 1550  
Chicago, IL 60601  
Attention: Igor Simkin  
E-mail: [REDACTED]

with a copy to:

StoicLane, Inc.  
222 N LaSalle St.  
Ste 1550  
Chicago, IL 60601  
Attn: General Counsel  
Email: [REDACTED]

**D. General Provisions**

**Sublessor and Sublessee agree to the following:**

*D.1.* Defaults by Sublessee are (a) failing to pay timely Sublease Rent and (b) failing to comply within ten days after written notice with any provision of the Base Lease or sublease other than the defaults set forth in (a) or (b) so long as such compliance is commercially reasonable.

*D.2.* Sublessor's remedies for Sublessee's default are to (a) enter and take possession of the Subleased Premises, after which Sublessor may relet the Subleased Premises on behalf of Sublessee and receive the Sublease Rent directly by reason of the reletting, and Sublessee agrees to reimburse Sublessor for any expenditures made in order to relet, (b) enter the Subleased Premises and perform Sublessee's obligations, and (c) terminate this sublease by written notice and sue for damages.

*D.3.* Default by Sublessor is failing to comply with any provision of this sublease within thirty days after written notice or for such lesser period provided in the Base Lease.

*D.4.* Sublessee's remedy for Sublessor's default is to sue for damages and, if the default is the failure to enforce Landlord's obligations under the Base Lease to provide services reasonably necessary for Sublessee to occupy the Subleased Premises, terminate the Sublease.

*D.5.* This sublease is subordinate to the Base Lease, a copy of which Sublessee acknowledges as received.

*D.6.* Sublessor may retain, destroy, or dispose of any tangible or intellectual property left in the Subleased Premises at the end of the Sublease Term.

*D.7.* Sublessor has all the rights of Landlord under the Base Lease as to Sublessee.

*D.8.* If either party retains an attorney to enforce this sublease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

*D.9.* This agreement shall be enforceable and binding exclusively against the undersigned parties. This agreement shall be considered non-transferable. In the event of sale, change of ownership, or any reassignment of ownership rights of Sublessor or Sublessee, this agreement shall void.

*D.10.* Either party to this Sublease Agreement shall have the mutual option to terminate this Agreement by providing written notice to all parties thirty (30) Calendar days prior to termination.

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Property Interlink, LLC

TBD

Sublessor

---

Trident Services, LLC

TBD

Sublessee

**SCHEDULE 1.7**  
**ASSUMED LIABILITIES**

All trade payables incurred in the ordinary course of business associated with the services provided by the Business that are outstanding as of the Closing Date and reflected on the Closing Statement and (ii) other non-material Liabilities not to exceed \$5,000 in the aggregate.

**SCHEDULE 2.3  
ENCUMBRANCES**

None.

## **SCHEDULE 2.5 CONSENTS**

The following list identifies each Assumed Contract that requires the Consent of or notice to the other party thereto to avoid any Breach, default or violation of such agreement in connection with the Contemplated Transactions, including the assignment of such Assumed Contract to Buyer.

1. Equipment Lease Agreement dated August 10, 2021, between Property Interlink, LLC and Marlin Business Bank re: Copier.
2. Lease Agreement dated July 15, 2021, between Property Link, LLC and Dove Print Solutions, Inc.re: Copiers.
3. Apartment Lease Contract dated August 1, 2022, between Property Interlink, LLC and WW Sundance Creek LP re: Apt 00617, 3700 N. Edwards St., Midland, TX.
4. Commercial Building Lease agreement dated December 1, 2019, between Property Interlink, LLC and 2474 Patterson Road LLC relating to the lease of a property located at 2474 Patterson Rd, Suite 222, Grand Junction, Colorado 81505.



**SCHEDULE 2.6**  
**GOVERNMENTAL AUTHORIZATIONS - SELLER**

**Property Interlink, LLC – AMC Licenses**

<b>State Code</b>	<b>State</b>	<b>AMC Registration Number</b>
AL	Alabama	<i>[REDACTED LICENSE</i>
AK	Alaska	<i>NUMBERS]</i>
AZ	Arizona	
AR	Arkansas	
CA	California	
CO	Colorado	
CT	Connecticut	
DC	District of Columbia	
FL	Florida	
GA	Georgia	
ID	Idaho	
IL	Illinois	
IN	Indiana	
IA	Iowa	
KS	Kansas	
KY	Kentucky	
LA	Louisiana	
MD	Maryland	
MA	Massachusetts	
MI	Michigan	
MS	Mississippi	
MO	Missouri	
MT	Montana	
NE	Nebraska	
NV	Nevada	
NH	New Hampshire	
NJ	New Jersey	
NM	New Mexico	
NY	New York	
NC	North Carolina	
ND	North Dakota	
OH	Ohio	
OK	Oklahoma	
PA	Pennsylvania	
SC	South Carolina	
SD	South Dakota	
TN	Tennessee	
TX	Texas	
UT	UTAH	
VA	Virginia	
WA	Washington	
WY	Wyoming	

**SCHEDULE 2.7**  
**PENDING ACTIONS - SELLER**

*[REDACTED DETAILS OF UNSUBSTANTIATED DEMAND IN THE AMOUNT OF US  
\$150,000 THAT IS WITH LEGAL COUNSEL]*

**SCHEDULE 2.9**  
**FINANCIAL STATEMENTS**

*[REDACTED AS SCHEDULE CONTAINS SELECTED INFORMATION THAT WAS DERIVED  
AND COMPILED FROM FINANCIAL STATEMENTS FOR THE SOLE PURPOSE OF THIS  
AGREEMENT BY THE PARTIES HERETO AND MAY NOT BE REPRESENTATIVE OF THE  
REPORTING ISSUER]*

**SCHEDULE 2.10(a)**  
**LIST OF EMPLOYEES**

*[REDACTED CONFIDENTIAL EMPLOYEE INFORMATION]*

**Section 2.10(b)** - Except as contained in this Disclosure Schedule, Schedule 2.10(b) contains a complete and accurate list of all independent contractors and consultants engaged by Seller and classified by Seller as other than employees, or compensated other than through wages paid by Seller through its payroll department who performed services for Seller during the prior fiscal year to date, showing for each such individual's role in the business, fee or compensation arrangements.

Certain appraisers are engaged as independent contractors and are engaged by Seller pursuant to an agreement that is entered into through a software program called ValueLink, on an as needed basis and are not listed individually on a schedule.

**SCHEDULE 2.10(c)**  
**TERMINATION OF CONTRACTS**

None.

**Section 2.10(f)** - Except as set out in this Disclosure Schedule, Seller is and has been in compliance in all material respects with applicable Law and Contracts relating to labor, employment and fair employment practices.

*[REDACTED CONFIDENTIAL INFORMATION]*

**SCHEDULE 2.11**  
**BROKERS; FINDERS**

Property Interlink has entered into a consulting agreement with [*REDACTED NAME OF ARM'S LENGTH CONSULTANT*] (the "Consultant") whereby Seller has agreed to pay the the Consultant a fee of \$350,000 upon completion of the Contemplated Transactions.



**SCHEDULE 2.13(a)**  
**INTELLECTUAL PROPERTY**

None, other than marks and logos, website URLs and any intellectual property that is transitioned pursuant to the Transition Services Agreement..

**SCHEDULE 2.14**  
**TAXES**

None.

## **Section 2.14 – Taxes**

While Seller has timely filed all tax returns applicable for both Federal and State levels, Seller understands that the IRS is taking approximately 9 to 11 months to review and issue an assessment, if any. While Seller does not expect any additional tax to be assessed, Seller cannot be certain until such returns have been processed.

**SCHEDULE 9.6  
INSURANCE**

None.