

PURCHASE AND SALE AGREEMENT

THIS LLC PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made as of March 17, 2023, by the Persons listed on Schedule 1.01(a) (individually referred to as a “**Seller**” and collectively as the “**Sellers**”), Starrex International Ltd., a corporation incorporated under the laws of Canada (“**Starrex**”), and All American Title LLC a Nevada limited liability company and a wholly owned subsidiary of Starrex Insurance Holdings, Inc. (the “**Buyer**”). Capitalized terms used herein are defined in the text.

PREAMBLE

Sellers own all of the issued and outstanding shares of common stock of All American Title Co., Inc. (the “**AATC Shares**”), a Minnesota corporation (“**AATC**” or the “**Company**”). Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, the AATC Shares all upon the terms and subject to the conditions set forth herein. Therefore, the parties agree as follows with the intent to be legally bound.

Certain provisions of this Agreement are conditional upon and made with reference to the concurrent acquisition by the Buyer, directly or indirectly, of the following entities: All American Title Co., Inc., Ameripine, L.L.C., AmeriFirst Title, LLC, AAT Holdings, LLC and Amcap Title, LLC (excluding AAT Holdings, LLC, collectively, the “**Agencies**”).

AGREEMENT

ARTICLE I
PURCHASE AND SALE OF SHARES

1.01. Purchase and Sale of Shares.

(a) On the terms and subject to the conditions set forth in this Agreement, as of the Closing Date, the Sellers will sell, transfer and deliver to Buyer, and Buyer will purchase and accept from the Sellers, all of the Sellers' respective rights, title and interest in and to their percentage interest in and to the AATC Shares held by the Sellers and identified on Schedule 1.01(a) attached hereto, free and clear of any Liens.

(b) In consideration for the commitment of the Sellers to sell and deliver the AATC Shares to Buyer on the Closing Date, subject to adjustment as provided for herein, Buyer agrees to pay to the Sellers in the form and amounts as are set forth on Schedule 1.01(b) the consideration as follows:

- (i) Cash in the amount of USD [REDACTED] (the “**Cash Consideration**”);
Sensitive business information
- (ii) secured promissory notes in the aggregate amount of USD [REDACTED] (USD [REDACTED] due and payable to each of the Sellers) on the date that is twelve (12) months and one (1) day following the Closing Date, executed by Buyer, substantially in the form attached as Schedule 1.01(b)(ii) (the “**Initial Note**”), guaranteed by Starrex and secured by Buyer’s interest in the Company. In addition, the Initial Note shall contain a provision for the acceleration of repayment in the event of a change of control of Buyer;
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- (iii) secured convertible notes, in the aggregate amount of USD [REDACTED] (USD [REDACTED] due and payable to each of the Sellers) bearing interest at 6% per annum and due 36 months from the Closing Date, payable to each of the Sellers, executed by Buyer and Starrex, substantially in the form attached as

Schedule 1.01(b)(iii) (the “**Convertible Note**”), guaranteed by Starrex and secured by Buyer’s interest in the Company,

(items 1.01(b)(i), (ii) and (iii) are collectively referred to herein as the “**Purchase Price**”);

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(c) Pre-payment of Convertible Note. On or before April 30 in each year following the anniversary of the Closing Date in which the Convertible Note remains outstanding, the Buyer shall calculate the annualized run rate aggregate net operating income (before taxes) of each of AATC, AmeriFirst Title, LLC (“**AmeriFirst**”), Ameripine, L.L.C. (“**Ameripine**”) and Amcap Title, LLC (“**Amcap**”) for the prior fiscal year, as determined in accordance with Schedule 1.01(c) (each an “**Agency Run Rate**”).

██████████ In the event the Agency Run Rate is equal to or greater than USD ██████████ in the case of AATC, USD ██████████ in the case of AmeriFirst, USD ██████████ in the case of Ameripine and USD ██████████ in the case of Amcap (each a “**Target Agency Run Rate**”) for the applicable fiscal year, Buyer shall make a prepayment of the Convertible Note on April 30 of such year. The aggregate prepayment of all Convertible Notes issued in respect of a particular Agency shall be equal to USD ██████████ in the case of AATC, USD ██████████ in the case of AmeriFirst, USD ██████████ in the case of Ameripine and USD ██████████ in the case of Amcap, if each respective Target Agency Run Rate is achieved. The breakdown for the portion of the aggregate prepayment that is allocable to the various holders of Convertible Notes issued in respect of a particular Agency is set out in Schedule 1.01(c.1). If the Target Agency Run Rate is not achieved but is at least equal to USD ██████████ in the case of AATC, USD ██████████ in the case of AmeriFirst, USD ██████████ in the case of Ameripine and USD ██████████ in the case of Amcap (the “**Minimum Agency Run Rate**”) as demonstrated in Schedule 1.01(c), then the prepayment amount shall be adjusted based upon the proportion the Agency Run Rate is greater than the Minimum Agency Run Rate, relative to the Target Agency Run Rate. If the Agency Run Rate is lower than the Minimum Agency Run Rate there shall be no prepayment of the Convertible Note and the Convertible Note shall continue to be repayable in accordance with their terms. However, when the Agency Run Rate is calculated for the subsequent year, if the Minimum Agency Run Rate is achieved for each year by aggregating the Agency Run Rates for both years, then the Holder shall be eligible for prepayment of the Convertible Note, *mutatis mutandis*.

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(d) Adjustment to Purchase Price. As soon as is reasonably practicable following the date that is three (3) years from the Closing Date, the Buyer shall calculate the simple average of the Agency Run Rate for the previous three fiscal years. If such average Agency Run Rate is not equal to USD ██████████ the value of the Purchase Price shall be adjusted downwards by an amendment to or cancellation of the Convertible Note so that the aggregate amount of the Cash Consideration, the Initial Note and the Convertible Note for the Agency is equal to the amount obtained by multiplying the average Agency Run Rate by a factor of ██████████ times for each of All American Title Co., Inc. and Ameripine, L.L.C. and by a factor of ██████████ times for AmeriFirst Title, LLC and Amcap Title, LLC (collectively, the “**Adjusted Purchase Price**”) as set out in the sample calculation in Schedule 1.01(d), and the Adjusted Purchase Price, shall be the Purchase Price for the purposes of this Agreement. The parties acknowledge and agree that the calculation of the Agency Run Rate for the purposes of any adjustment to the Purchase Price is intended to allow the parties to evaluate the performance of a particular Agency on the same basis as its historical operations.

(e) Transaction Documents. On the Closing Date, the parties shall have executed and delivered, as applicable: (i) this Agreement, (ii) the Initial Note and the Convertible Note as set out under Section 1.01(b) or as otherwise directed in writing by the Sellers, (iii) a form of pledge and security agreement pledging the AATC Shares as security for repayment of the Initial Note and the Convertible Note, substantially in the form attached as Schedule 1.01(e)(iii), and (iv) a guarantee by Starrex of payment of the Purchase Price by the Buyer substantially in the form attached as Schedule 1.01(e)(iv), (collectively, the “**Transaction Documents**”).

1.02. Withholding. Buyer shall be entitled to withhold and deduct from the amounts otherwise payable to any recipient pursuant to this Agreement, the Initial Note and the Convertible Note, as applicable and as Buyer may determine acting on the advice from its legal or accounting advisors, as may be required to be withheld or deducted under the Internal Revenue Code of 1986, as from time to time amended (the “**Code**”) or any other provision of federal, state, local or foreign tax laws (collectively, the “**Withholding Amount**”). To the extent a Withholding Amount is deducted or withheld and remitted to the appropriate taxing authority, such Withholding Amount shall be treated for all purposes under this Agreement as having been paid to the Seller to whom such Withholding Amount otherwise would have been paid, but for the requirement to withhold or deduct.

ARTICLE II REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

Each of the Sellers hereby jointly and severally represents and warrants to Buyer as follows as of the date of this Agreement and as of the Closing Date, except as specifically set forth in the Disclosure Letter to be delivered by the Sellers to the Buyer on the date of this Agreement and/ or Closing Date, as applicable (the “**Disclosure Letter**”). For the purposes of this Article II, the term “**Company**” includes a reference to each of AmeriFirst, Ameripine and Amcap, and all representations and warranties include references to each of these entities.

2.01. Organization and Qualification. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Minnesota. The Company is duly qualified to do business and is in good standing in all jurisdictions in which the ownership of its properties or the nature of its business makes such qualification necessary, except to the extent that the failure to be so qualified, individually or in the aggregate, has not resulted in and is not reasonably likely to result in a Material Adverse Effect, and all of such jurisdictions are listed in Section 2.01 of the Disclosure Letter. As used in this Agreement, “**Material Adverse Effect**” means a material adverse effect on (a) the business, assets, operations, financial condition or prospects of the Company or (b) the ability of any Seller to perform his or its obligations under the Transaction Documents (as defined in Section 1.01). Without limiting the generality of the foregoing, a Material Adverse Effect will be deemed to have occurred if any event occurs or condition exists which results in a loss to or liability of the Company of \$10,000 or more.

2.02. Power and Authority. The Company has the corporate power and authority to own its assets and to conduct its business as presently conducted and as presently planned to be conducted and to execute, deliver and perform any of the Transaction Documents to which it may be a party.

2.03. Execution and Enforceability. This Agreement has been, and on the Closing Date the other Transaction Documents to which it is a party will be, duly and validly authorized by all necessary action on the part of the Company, as applicable. This Agreement has been, and on the applicable Closing Date the other Transaction Documents to which it is a party will be, validly executed and delivered by the Sellers and constitute (or upon such execution and delivery will constitute) legal, valid and binding obligations of the Sellers, enforceable against the Sellers in accordance with their respective terms.

2.04. No Breach, Default, Violation or Consent. Except for the Consents identified on Section 2.04 of the Disclosure Letter (the “**Required Consents**”) the execution, delivery and performance by the Company and the Sellers of the Transaction Documents to which it or he is a party do not and will not:

(a) violate the Company’s Operating Agreement (the “**Operating Agreement**”), and have been duly and validly authorized by all requisite action under the Operating Agreement;

(b) materially breach or result in a material default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any Consent under, result in the creation of any Lien on the assets of the Company or a Seller, or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of any contract, agreement, lease, license, indenture, commitment, purchase order or other legally binding business arrangement, whether written, oral or implied, relating to the Company or any of the Company's assets (collectively, the "**Business Agreements**") or Business Permit or any material agreement to which the Company is a party or by which the Company or any of its assets is bound;

(c) breach or otherwise violate any order, writ, judgment, injunction or decree issued by any Governmental Entity (each a "**Governmental Order**") which names the Company or is directed to the Company or any of its assets;

(d) violate any law, rule, regulation, ordinance or code of any Governmental Entity (each a "**Governmental Rule**"); or

(e) require any approval, consent, license, permit, order, ratification, waiver or authorization ("**Consent**") of, or exemption or other action by, any individual, firm, corporation, partnership, company, limited liability company, trust, joint venture, association or other entity, including any Governmental Entity.

2.05. Ownership and Control.

(a) The authorized shares of common stock of the Company consists of a single class of shares designated as Common Shares, of which the percentage of shareholder interests are as set out in Schedule 1.01(a).

(b) In each case, all AATC Shares have been duly authorized and validly issued and are fully paid and non-assessable, and were not issued in violation of or subject to any preemptive right or other rights to subscribe for or purchase securities created by statute, the Operating Agreement or any other agreement to which the Company is a party or by which it is bound. Schedule 1.01(a) sets forth the names and the number of AATC Shares held by each of the Sellers of the Company. No issued and outstanding AATC Shares are owned by anyone other than the Sellers. Each of the Sellers owns and has good and marketable title to all of the AATC Shares opposite his or its name. Except as set forth in Section 2.05(b) of the Disclosure Letter, all AATC Shares were issued in compliance with applicable securities laws. Immediately following the Closing, the Buyer shall own the AATC Shares, free and clear of all Liens.

(c) there are no outstanding (i) options, warrants, convertible securities, calls, preemptive rights, rights of first refusal, agreements or other rights to which the Company is bound obligating the Company to issue, deliver, purchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed any of the Company's shares of common stock (collectively, "**Rights**"), or (iii) options, warrants, sale agreements, shareholder agreements, pledges, proxies, voting trusts, powers of attorney, restrictions on transfer or other agreements or instruments which are binding on the Company and which relate to the ownership, voting or transfer of any of the Company's shares of common stock.

(d) Except as disclosed in Section 2.05(d) of the Disclosure Letter, the Company does not have and has never had any subsidiaries or affiliated companies and does not otherwise own and has never otherwise owned any shares in the capital or any interest in, or control (directly or indirectly) of, any other corporation, partnership, association, joint venture or other business entity.

2.06. Financial Matters.

(a) The books of account and other financial records of the Company, all of which have been made available to Buyer, are correct and complete in all material respects, represent actual, bona fide transactions and have been maintained in accordance with sound business and accounting practices. Each transaction is properly and accurately recorded in the books and records of the Company, and each document upon which entries in the Company's books and records are based is correct and complete in all respects. The Company maintains an adequate system of internal accounting controls and does not engage in or maintain any off-the-books accounts or transactions.

(b) Attached as Section 2.06(b) of the Disclosure Letter are correct and complete copies of the Company's most recent unaudited balance sheets and statements of income as of and for its fiscal years ended December 31, 2021, December 31, 2020 and December 31, 2019, and for the nine months ended September 30, 2022 (collectively, the "**Financial Statements**"). The Financial Statements fairly present the financial condition of the Company as at the end of the periods covered thereby and the results of its operations and the changes in its financial position for the periods covered thereby, and were prepared on an accrual basis.

(c) Except as and to the extent otherwise disclosed in the Financial Statements or on Section 2.06(c) of the Disclosure Letter, the Company has no material liabilities of any kind, whether direct or indirect, fixed or contingent or otherwise, other than (i) executory obligations under Business Agreements which are not required to be set forth in the Financial Statements in accordance with GAAP and (ii) liabilities incurred in the ordinary course of business since December 31, 2020 (the "**Financial Statement Date**"). As used in this Agreement, an action taken by a Person will be deemed to have been taken in the "**Ordinary Course of Business**" of such Person only if that action (A) is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person, (B) does not require authorization by the board of directors or shareholders of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature and (C) is similar in nature, scope and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal, day-to-day operations of other Persons that are in the same line of business as such Person.

(d) The Company is not insolvent and will not be rendered insolvent by the consummation of the transactions contemplated by the Transaction Documents

(e) In the event Company owns any real estate, Sellers and Company agree that said real estate shall be transferred out of the Company prior to Closing, and Company shall enter into a facility lease agreement with the new owners of the real estate, the terms of which shall be substantially as set forth in Schedule 2.06(e) to this Agreement.

2.07. Tax Matters.

(a) The Company has duly and timely filed all federal, state and local (United States and all foreign jurisdictions) tax returns required to be filed by it ("**Tax Returns**") (unless a valid extension therefor has been granted). Each such Tax Return has been prepared in compliance with applicable laws and regulations, and, except as set forth on Section 2.07(a) of the Disclosure Letter, all such Tax Returns are true, complete and correct in all material respects. The Company has duly and timely paid or made adequate provision for the payment of all taxes, assessments and other governmental charges which have been incurred by the Company as set forth in the Tax Returns or are otherwise due and payable by the Company with respect to periods ending on or prior to the Closing Date. The Company is taxed as a

partnership for income tax purposes. The Company has not elected to be taxed as a corporation or has ever been taxed as a corporation.

(b) The Company has withheld and paid all taxes to the appropriate Governmental Entities required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party. All sales taxes required to be collected and remitted by the Company with respect to periods ending on or prior to the Closing Date have been (or will be) properly collected and remitted. All necessary sales tax exemption certificates have been obtained by the Company and all such certificates have been properly completed and maintained. No Tax Return is under audit or, to the knowledge of Sellers, examination by any taxing authority and there are no applications or agreements for the extension of the time for the filing of any Tax Return or for the assessment of any amounts of tax or any consent to an extension of the period of limitations applicable to such assessment or to the collection of any tax. No issue or issues have been raised in connection with any prior inquiry into, or audit of, any tax filings of the Company which may reasonably be expected to be raised in the future by such taxing authorities and to the Company's and each Sellers' knowledge, no facts exist or have existed which would constitute grounds for the assessment of any further tax liabilities, which individually or in the aggregate are material. The Company has made available to the Buyer true and complete copies of all federal, state and local (United States and foreign) income Tax Returns which it has filed for each of the past three (3) fiscal years together with copies of all schedules, work papers, elections, tax depreciation schedules and other documents which were used in the preparation of each such Tax Return. There are no liens for taxes upon the assets of the Company.

(c) As used herein, “taxes” means (a) all net income, gross income, gross receipts, sales, use, transfer, franchise, profits, withholding, payroll, employment, excise, severance, property or windfall profits taxes, or other taxes of any kind whatsoever, together with any interest, penalties or additional amounts imposed by any taxing authority (domestic or foreign).

2.08. Litigation. Except as otherwise disclosed on Section 2.08(a) of the Disclosure Letter, there is no pending or, to the Company's or each Seller's knowledge, threatened, investigation, action, claim, demand or proceeding against the Company or its assets by or before any Governmental Entity, arbitrator, mediator or other tribunal, and neither the Company nor the Sellers have any knowledge of a reasonable basis for any such investigation, action, claim, demand or proceeding. Section 2.08(b) of the Disclosure Letter sets forth a correct and complete list of each investigation, action and proceeding (a) described in the preceding sentence or (b) in which the Company is the plaintiff or initiating party, together with the parties thereto, the alleged basis therefor, the relief sought therein and the current status thereof.

2.09. Absence of Certain Changes and Events. Since the Financial Statement Date there has not been any Material Adverse Effect. Except as otherwise disclosed on Section 2.09 of the Disclosure Letter, since the Financial Statement Date:

(a) the Company has not borrowed any amount or incurred or become subject to any material liabilities, except liabilities incurred in the ordinary course of business, liabilities under contracts entered into in the ordinary course of business and borrowings from banks (or similar financial institutions) necessary to meet ordinary course working capital requirements;

(b) the Company has not mortgaged, pledged or subjected to any Lien, any portion of its assets, except Liens for current property taxes not yet due and payable;

(c) the Company has not sold, leased, licensed, assigned or transferred any portion of its properties or assets, or any interest therein;

(d) the Company has not written off as uncollectible any of the Receivables, or written down the value of any of its assets or properties, except in each case in the ordinary course of business and at a rate no greater than during the 12-month period ending on the Financial Statement Date;

(e) the Company has not suffered any material losses, waived any rights of material value or permitted any such rights to lapse;

(f) the Company has not issued, sold or transferred any of its shares of common stock or other equity securities, securities convertible into its shares of common stock or other equity securities or warrants, options or other rights to acquire its capital stock or other equity securities or any other Rights, or any bonds or debt securities;

(g) other than as contemplated under this Agreement, the Company has not made any distributions on the AATC Shares or other equity securities or redeemed or purchased any AATC Shares or other equity securities;

(h) the Company has not made any capital expenditures or commitments exceeding \$10,000 per expenditure or commitment except in the ordinary course of business;

(i) the Company has not entered into any material agreement, contract, lease, or license outside the ordinary course of business;

(j) the Company has not had accelerated, terminated, made modifications to, or cancelled any material agreement, contract, lease, or license involving more than \$10,000 individually to which the Company is a party;

(k) the Company has not made any capital investment in or any loan to any Person;

(l) the Company has not granted any license or material sublicense of any rights under or with respect to any Intellectual Property except in the ordinary course of business;

(m) the Company has not made or authorized any change in its Operating Agreement or other governing documents, as the case may be;

(n) the Company has not made any loan to, or entered into any other transaction with, any of its directors, officers, and employees outside the ordinary course of business;

(o) the Company has not entered into any employment contract or collective bargaining agreement, written or oral, or made any modification to the terms of any existing such contract or agreement except in the ordinary course of business;

(p) the Company has not granted any bonus to or increase in the base compensation of any of its directors, officers, and employees outside the ordinary course of business;

(q) the Company has not adopted, amended, made any modification to, or terminated any bonus, profit-sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of its directors, officers, and employees (or taken any such action with respect to any other employee benefit plan) except as required under applicable law or in the ordinary course of business;

(r) the Company has not made any other material change in employment terms for any of its directors, officers, and employees outside the ordinary course of business;

(s) the Company has not cancelled, compromised, waived, or released any right or claim (or series of related rights and claims) either involving more than \$10,000 individually or outside the ordinary course of business;

(t) the Company has not entered into any other material transaction, except in the ordinary course of business;

(u) the Company has not experienced or incurred any casualty, loss or damage with respect to any of the Company's assets, whether or not covered by insurance;

(v) no executive officer or key employee of the Company has left his or her employment or service with the Company, as the case may be;

(w) the Company has not introduced any material change with respect to its business, including without limitation with respect to the products or services it sells, the areas in which such products or services are sold, its methods of providing such products or services, its marketing techniques or its accounting methods;

(x) the Company has not changed any of its accounting methods or practices (including any change in depreciation or amortization policies or rates) nor revalued any of its properties or assets other than depreciation or amortization as required by GAAP and reflected in the Financial Statements; and

(y) neither the Company nor any of the Sellers has entered into any agreement (in writing or otherwise) to take any actions referred to in subsections (a) through (x) above.

2.10. Compliance with Laws. The Company is in compliance with Minnesota Insurance Laws, as applicable. For the purposes hereof, “**Minnesota Insurance Laws**” means the laws and regulations established by any jurisdiction within the State of Minnesota to which the Company is or may at any time become subject to, including, without limitation, Minn. Stat. § 68A.01 et seq., in the State of Minnesota, as may be amended from time to time, or any other state or local government agency with authority to regulate any title insurance operation as may be enacted, modified or amended thereafter.

2.11. Constituent Documents and Governmental Rules. The Company is in compliance with (a) its Operating Agreement (a correct and complete copy of which has been delivered to Buyer) and (b) all Governmental Rules applicable to the Company or its business or assets.

2.12. Governmental Orders. Section 2.12 of the Disclosure Letter sets forth a correct and complete list of all Governmental Orders which name the Company or are directed to the Company, as applicable, or any of its assets, together with the governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, agency, bureau, body or entity of the United States of America or any state, country, municipality or other public subdivision located therein (each, a “**Governmental Entity**”) who issued the same and the subject matter thereof. To the knowledge of Sellers, the Company is in compliance with all such Governmental Orders.

2.13. Business Permits. Section 2.13 of the Disclosure Letter sets forth a correct and complete list of all governmental permits, licenses, franchises, certificates, authorizations, Consents and approvals which have been obtained by the Company and are currently in effect (collectively, the “**Business Permits**”) and indicates for each whether any Consent or other action is required in order for the same to remain in full force and effect following the Closing. Such Business Permits have been validly acquired, are in full force and effect and, to the knowledge of Sellers, represent all Business Permits necessary under

applicable Governmental Rules for the Company to conduct its business as currently conducted and to own, occupy or use its assets. No violations have been recorded against any such Business Permit, no citation, notice or warning has been issued by any Governmental Entity with respect to any such Business Permit, no investigation or hearing has been held by or before any Governmental Entity with respect to any such Business Permit, the Company has not received any notice from any Governmental Entity that it intends to cancel, revoke, terminate, suspend or not renew any such Business Permit and neither the Company nor any of the Sellers have any knowledge of any basis for any of the foregoing. The Company is in compliance with all such Business Permits, except for such non-compliance as, individually or in the aggregate, is not likely to have a Material Adverse Effect.

The Sellers further represent and warrant that the Company has operated at all times prior to the date of this Agreement and shall continue to operate after the Date of this Agreement and prior to the Closing Date in compliance with the Minn. Stat. § 302A.01 et seq.

2.14. Working Capital.

(a) At Closing, Company will have in its operating bank account a sufficient amount of cash to cover all expenses as may be necessary to deliver to Buyer nil working capital and the Company shall distribute all cash not required. The parties will cooperate in good faith in determining the amounts to achieve a nil minimum working capital.

(b) Following the Closing, Buyer shall contribute to the capital of the Agencies an aggregate of approximately US\$1,000,000 for the purposes of working capital for the Agencies.

2.15. Real Property.

(a) Section 2.15(a)(i) of the Disclosure Letter sets forth a correct and complete list of all real property owned by the Company (collectively, the “**Owned Real Property**”). Section 2.15(a)(ii) of the Disclosure Letter sets forth a correct and complete list of all leases, subleases and other material agreements or rights pursuant to which any Person has the right to occupy or use any Owned Real Property.

(b) Section 2.15(b) of the Disclosure Letter sets forth a correct and complete list of (i) all real property leased or licensed by the Company (collectively, “**Leased Real Property**” and, together with Owned Real Property, the “**Real Property**”) and (ii) all leases, subleases and other material agreements or rights pursuant to which the Company has the right to occupy or use any Leased Real Property, together with the names of the lessors or other grantors thereunder, the location of the property covered thereby, the annual rental or other consideration payable thereunder and the duration thereof, including any renewal options. All such leases are in full force and effect, are valid and effective in accordance with their respective terms, and there is not under any such leases, any existing default or event of default (or event which with notice or lapse of time, or both, would constitute a default). The Company has a valid leasehold interest in the Leased Real Property, free and clear of any Liens, any enjoys peaceful and undisturbed possession thereof.

(c) Except as otherwise disclosed on Section 2.15(c) of the Disclosure Letter, all buildings and other improvements located on the Real Property (including without limitation all water, sewer, gas, electrical, information technology, communications and HVAC systems servicing the same) are in good repair and operating condition and are suitable for the purposes for which they are used.

(d) All buildings and other improvements located on the Real Property, and the use of the Real Property by the Company and all Persons claiming under the Company, comply in all material

respects with all Governmental Rules relating to zoning and land use and with all easements, covenants and other restrictions applicable to the Real Property.

(e) The Real Property: (i) is adequately serviced by all utilities necessary for the Company to conduct its business as currently conducted thereon; (ii) has adequate means of ingress and egress, either directly or by means of perpetual easements or rights-of-way which run with the Real Property; (iii) has adequate parking that is sufficient to meet the needs of the Company's employees and business invitees and to comply with applicable Governmental Rules; and (iv) is not located in whole or in part within an area identified as a flood hazard area by any Governmental Entity.

2.16. Personal Property; Receivables.

(a) Section 2.16(a)(i) of the Disclosure Letter sets forth a correct and complete list of all equipment, machinery, fixtures, vehicles, computer hardware, furniture and other personal property owned, leased or used by the Company (collectively, the "**Equipment**"). Section 2.16(a)(ii) of the Disclosure Letter sets forth a correct and complete list of (i) all Equipment leased or licensed by the Company (collectively, "**Leased Equipment**") and (ii) all leases, subleases and other material agreements or rights pursuant to which the Company has the right to use such Leased Equipment, together with the names of the lessors thereunder, the annual rental or other consideration payable thereunder and the duration thereof, including any renewal options. All such leases are in full force and effect, are valid and effective in accordance with their respective terms, and there is not under any such lease, any existing default or event of default (or event which with notice or lapse of time, or both, would constitute a default).

(b) Except as otherwise disclosed on Section 2.16(b) of the Disclosure Letter, the Equipment is in good repair and operating condition and is suitable for the purposes for which it is used. The Equipment constitutes all equipment, machinery, fixtures, vehicles, computer hardware and furniture necessary for the Company to conduct its business as currently conducted.

(c) Except as otherwise disclosed on Section 2.16(c)(i) of the Disclosure Letter, all accounts receivable of the Company (i) represent amounts receivable for services actually provided (or, in the case of non-trade receivables, represent amounts receivable in respect of other bona fide business transactions), (ii) are valid and binding obligations due and owing to the Company in the amounts invoiced by the Company and stated in its books and records, subject to collection, (iii) are not subject to any material defenses, counterclaims or rights of setoff, (iv) have been billed and are generally due and payable within 30 days after billing, and (v) are fully collectible in the ordinary course of business except, in the case of receivables arising prior to the Financial Statement Date, to the extent of the reserves set forth in the Financial Statements and, in the case of receivables arising after such date, to the extent of a reasonable allowance for bad debts. Section 2.16(c)(ii) of the Disclosure Letter sets forth the total amount of accounts receivable of the Company outstanding as of the Financial Statement Date, together with the aging of such accounts receivable, from the due date thereof, based on the following schedule: 0-30 days; 61-90 days; and over 90 days. The reserves against the accounts receivable of the Company have been established in accordance with GAAP and based upon a review of such accounts receivable, the Sellers reasonably believe such reserves to be adequate.

(d) Section 2.16(d) of the Disclosure Letter sets forth a correct and complete list of the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which the Company maintains accounts of any nature, the type and number of all such accounts and the names of all individuals authorized to make withdrawals therefrom.

2.17. Intellectual Property.

(a) Set forth in Section 2.17(a) of the Disclosure Letter is a true and complete list and a brief description of all trade secrets, trademarks, trade names, copyrights, including any registrations, applications, filings or the like relating thereto (collectively, “Intellectual Property”) to which the Company owns any right, title or interest (“**Owned Intellectual Property**”). The Company does not license or possess any Intellectual Property of any third party except for standard off-the-shelf software licensed pursuant to shrink-wrap licenses, and the Company is not in default of any such license and does not owe any license or maintenance fees with respect to its current usage of such software except as set forth on Section 2.17(a) of the Disclosure Letter. Except as disclosed in Section 2.17(a) of the Disclosure Letter, no rights of the Company in or to the Owned Intellectual Property conflict with or infringe upon the rights of any Person and the Company has not received any claim or written notice from any Person to such effect, nor does any Seller believe there is any reasonable basis for any Person to make such a claim.

(b) There are no royalties, honoraria, fees or other payments payable by the Company or its subsidiaries to any Person by reason of the ownership, use, license, sale or disposition of the Owned Intellectual Property except as set forth on Section 2.17(b) of the Disclosure Letter.

(c) The Owned Intellectual Property and the Licensed Intellectual Property constitutes all the Intellectual Property used or held or intended to be used in the conduct of the businesses of the Company and its subsidiaries, as applicable.

(d) All personnel, including, but not limited to officers, employees, agents, consultants and contractors, who have contributed to or participated in the conception and development of the Owned Intellectual Property on behalf of the Company either: (i) are or have been party to a “work-for-hire” arrangement or agreement with the Company, in accordance with applicable federal and state law, that has afforded the Company full, effective, exclusive and original ownership of all tangible and intangible property thereby arising; or (ii) have executed enforceable instruments of assignment in favor of the Company as assignee that have conveyed to the Company full, effective and exclusive ownership of all tangible and intangible property thereby arising.

2.18. Title Matters. The Company has (a) good and marketable (and, in the case of any owned Real Property, fee simple) title to all assets purported to be owned by it and (b) good leasehold title to all assets purported to be leased by it, in each case free and clear of all liens, claims, security interests, pledges, charges, options, rights of first refusal, preemptive rights, mortgages, hypothecations, prior assignments, use restrictions, imperfections in title or other encumbrances of any nature whatsoever (collectively, “**Liens**”). On the Closing Date the Company's assets will be free and clear of all Liens.

2.19. Pension and Welfare Plans.

(a) Section 2.19(a) of the Disclosure Letter sets forth a correct and complete list of all employee benefit plans (collectively, “**Plans**”). The Company does not have any plan or commitment to establish any new Plans or to modify any existing Plans.

(b) There are no actions, suits, claims, investigations or other proceedings pending or, to the Company's or any of the Sellers' knowledge, threatened against any Plan or related trust or any fiduciary thereof (other than routine claims for benefits). There are no outstanding Governmental Orders which name any Plan or related trust or any fiduciary thereof or are directed to any Plan or related trust, any fiduciary thereof or any assets thereof.

(c) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any Plan, trust, employment agreement or other agreement to which the Company is a party or by which the Assets are bound that will result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Person.

2.20. Personnel Matters.

(a) Section 2.20(a) of the Disclosure Letter sets forth a correct and complete list of (i) all shareholders, directors and executive officers of the Company, (ii) all other employees of or consultants or independent contractors to the Company including “outside employees” (ie. those employees who provide services directly at the customers' site), (iii) the current job title or relationship to the Company of each such Person described in clauses (i) and (ii) above, (iv) the amount of compensation (including bonuses and commissions) paid to each such Person during the Company's fiscal year ended December 31, 2021, and which each of them is expected to receive in the Company's current fiscal year and (v) any employee benefits or perquisites available to any such Person that are not generally available to employees of the Company. To the knowledge of the Sellers, no Persons identified pursuant to the previous sentence have threatened to terminate his or her employment with the Company.

(b) Except as otherwise disclosed on Section 2.20(b) of the Disclosure Letter, the Company is not a party to any employment, consulting or similar agreement, written or oral, with any Person.

(c) Except as otherwise disclosed on Section 2.20(c) of the Disclosure Letter, (i) no employees of the Company are represented by any labor union or similar organization, (ii) the Company is not party to any collective bargaining or similar agreement covering any of its employees and (iii) no labor union or similar organization or group of employees has made a demand for recognition, filed a petition seeking a representation proceeding, given the Company notice of any intention to hold an election of a collective bargaining representative or engaged in any organizing activities at any time during the past three years.

(d) Except as otherwise disclosed on Section 2.20(d) of the Disclosure Letter, (i) no strike, work stoppage, contract dispute or other labor disturbance involving any employees of the Company currently exists or, to the any of the Sellers’ knowledge, is threatened and (ii) no investigation, action or proceeding by or before any Governmental Entity which relates to allegedly unfair or discriminatory employment or labor practices by the Company or the violation by the Company of any Governmental Rule relating to employment or labor practices is pending or, to any of the Sellers’ knowledge, threatened.

(e) Except as otherwise disclosed on Section 2.20(e) of the Disclosure Letter, the Company: (i) has been, and is, in compliance with all applicable Laws relating to labor, labor relations or employment and employment practices, including any provisions thereof relating to equal employment opportunity, anti-harassment and discrimination, wages and hours (including compliance with applicable Laws relating to overtime pay, meal and rest periods, travel time, off-the-clock work, on-call pay, and piece rate pay), classification of employees and independent contractors, retaliation, whistleblowing, government contracting (including compliance with all Government Rule, background and exclusion screening requirements, government submissions and affirmative action plans), immigration control and naturalization, drug testing, data privacy, background checks, termination pay, vacation pay, paid sick leave, fringe benefits, occupational safety and health, workers’ compensation, unemployment insurance, pay equity, collective bargaining and the payment and/or accrual of the same and all Taxes, insurance and all other costs and expenses applicable thereto, and the Company is not liable for any arrearage, or any

Taxes, costs or penalties for failure to comply with any of the foregoing, (ii) has withheld and reported all amounts required by law or by agreement to be withheld and reported with respect to wages, salaries and other payments to its employees, (iii) is not liable for any arrears of wages or any taxes or any penalty for failure to comply with the foregoing and (iv) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any governmental authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for its employees. To the Sellers' knowledge, there are no unresolved claims alleging violations of such laws, regulations, rules or ordinance or for wrongful, constructive, or unlawful discharge, unlawful harassment, any claim for back pay, front pay, overtime pay, benefits, attorneys' fees, emotional distress, intentional infliction of emotional distress, assault, battery, pain and suffering, punitive or exemplary.

2.21. Insurance. Section 2.21 of the Disclosure Letter sets forth a correct and complete list of all insurance policies of which the Company is the owner, insured, loss payee or beneficiary and indicates for each such policy any pending claims thereunder. Except as otherwise disclosed on Section 2.21 of the Disclosure Letter: (a) there has been no failure to give any notice or present any material claim under any such policy in a timely fashion or as otherwise required by such policy; (b) all premiums under such policies which are due and payable have been paid in full; (c) no such policy provides for retrospective or retroactive premium adjustments; (d) the Company has not received notice of any material increase in the premium under, cancellation or non-renewal of or disallowance of any claim under any such policy; (e) the Company has not been refused any insurance, nor has its coverage been limited by any carrier; and (f) since its inception, the Company has maintained, or been the beneficiary of, general liability and product liability policies reasonable, in both scope and amount, in light of the risks attendant to its business and which provide coverage comparable to coverage customarily maintained by others in similar lines of business, and such policies have been "occurrence" policies and not "claims made" policies.

2.22. Business Agreements. Section 2.22 of the Disclosure Letter sets forth a correct and complete list of all Business Agreements that involve annual payments to or from the Company in an amount greater than \$10,000. The Company has delivered to Buyer accurate and complete copies of each Business Agreement listed on any Schedule hereto, and each such Business Agreement: (i) is in full force and effect, (ii) constitutes a legal, valid and binding obligation of the Company, as applicable, (iii) is enforceable against the Company and, to the best of each of the Sellers' knowledge, the other parties thereto, in accordance with its terms, (iv) the Company is in compliance with each such Business Agreement in all material respects and (v) to the knowledge of the Sellers, all other parties to such Business Agreements are in compliance with the terms thereof in all material respects. Except as otherwise disclosed on Section 2.22(b) of the Disclosure Letter: (i) neither the Company nor, to each Sellers' knowledge, any other Person thereto, has materially violated or materially breached, or declared any default or committed any material default under, any Business Agreement; (ii) no event has occurred, and no circumstance or condition exists, that might (with or without notice or lapse of time), and the execution and delivery of this Agreement and the consummation of the Transactions contemplated herein will not, (A) result in a violation or breach of any of the provisions of any Business Agreement by the Company nor, to the knowledge of each of the Sellers, any other Person thereto, (B) give to the Company, nor to the knowledge of each of the Sellers, any other Person thereto the right to declare or exercise any remedy under any Business Agreement, (C) give to the Company, nor to the knowledge of each of the Sellers, any other Person thereto the right to accelerate the maturity of performance of any Business Agreement, or (D) give to the Company, nor to the knowledge of each of the Sellers, any other Person thereto the right to cancel, terminate or modify any Business Agreement; (iv) neither the Company nor the Sellers have received any notice or other communication (in writing or otherwise) regarding any actual, alleged, possible or potential violation or breach of, or default under, any Business Agreement; and (v) the Company has not waived any material right under any Business Agreement. There is no agreement (non-compete or otherwise) or Governmental Order to which either the Company or the Sellers is a party or otherwise binding upon the Company or Sellers, that has or reasonably could be expected to have an effect of prohibiting or impairing (i) the

acquisition of the AATC Shares by Buyer, (ii) the performance of the Company or any of the Sellers of their respective obligations under the Transaction Documents or (iii) the conduct of the Company's business following the Closing Date.

2.23. Transactions with Related Parties. Except as otherwise disclosed on Section 2.23 of the Disclosure Letter: (a) none of the customers, suppliers, distributors or sales representatives of the Company are Related Parties; (b) none of the Company's assets are owned or used by or leased to any Related Parties; (c) no Related Party is a party to any Business Agreement or informal arrangement with the Company, including without limitation, any loan arrangements; and (d) no Related Party provides any administrative, human resources, information technology, legal, accounting or other services to the Company.

As used in this Agreement the following terms have the following meanings:

“**Affiliate**” of a Person means any other Person who controls, is controlled by or is under common control with such Person, and “**control**” means, with respect to any Person, the direct or indirect ability to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**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 Entity.

“**Related Party**” means (i) any Seller, (ii) any Affiliate of the Company or any Seller, (iii) any director, officer, equity holder or immediate family member of the Company or any Seller or of any Affiliate of the Company or any Seller and (iv) any Affiliate of any Person described in clause (iii) above.

2.24. Brokers. Neither the Company nor any Seller has employed or retained, or has any liability to, any broker, agent or finder on account of this Agreement or any of the other Transaction Documents or the transactions contemplated hereby or thereby.

2.25. Delivery of Documents; Accurate Disclosure. The Sellers and the Company have previously delivered to Buyer correct and complete copies of each Business Permit, each Business Agreement listed on Section 2.13 through Section 2.22 of the Disclosure Letter and each additional agreement, document and instrument which Buyer or any of its representatives has requested in writing. None of the information furnished by the Sellers or the Company to Buyer or any of its representatives in connection with this Agreement and the other Transaction Documents, and none of the representations and warranties of the Company or the Sellers set forth herein, in any other Transaction Document or in any certificate delivered in connection herewith or therewith, (a) is false or misleading in any material respect, (b) contains any untrue statement of a material fact or (c) omits any statement of material fact necessary to make the same not misleading. The Sellers acknowledge and agree that the results of any due diligence investigation or examination conducted by the Buyer or its representatives shall not relieve the Sellers of their obligations with respect to the representations and warranties made by them in this Agreement or any of the other Transaction Documents, or reduce the rights of the Buyer to pursue such remedies at law or hereunder as it would otherwise have in the absence of having conducted such investigation or examination. Buyer has reviewed and received all pertinent documents relative to this Agreement and accepts the same.

2.26 Updating Disclosure Letter. The Company and the Sellers may update the Disclosure Letter prior to the Closing to reflect actions taken by Sellers or events occurring after the date of this Agreement or to make any non-material corrections to items already appearing on the Disclosure Letter, provided that (a) such updates shall relate only to actions taken by Sellers that are permitted pursuant to

this Agreement, and (b) no such update shall be deemed to cure any breach which exists as of the date of this Agreement.

ARTICLE II.B
REPRESENTATIONS AND WARRANTIES RELATING TO THE SELLERS

Each Seller hereby represents and warrants on behalf of himself to Buyer as follows as of the date of this Agreement and as of the Closing Date:

2B.01. Execution and Enforceability. This Agreement has been, and on the Closing Date the other Transaction Documents to which he, she or it is a party will be, duly and validly authorized by all necessary action on the part of Seller. This Agreement has been, and on the applicable Closing Date the other Transaction Documents to which he, she or it is a party will be, validly executed and delivered by such Seller and constitute (or upon such execution and delivery will constitute) legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms.

2B.02. Ownership and Control. Seller owns and has good and marketable title to the percentage of the AATC Shares set out opposite his, her or its name in Schedule 1.01(a), free and clear of any Liens, unless otherwise set forth in Section 2B.02 of the Disclosure Letter

2B.03. Accredited Investor. Each Seller hereby represents and warrants that it is an “accredited investor” as defined in Rule 501(a) of Regulation D under the *United States Securities Act of 1933*, as amended and will provide such evidence as may be requested by the Company, acting reasonably, to confirm such status.

2B.04. No Breach, Default, Violation or Consent. The execution, delivery and performance by the Seller of the Transaction Documents to which the Seller is a party do not and will not:

(a) materially breach or result in a material default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any Consent under, result in the creation of any Lien on the assets of the Company or such Seller under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of any contract, agreement, lease, license, indenture, commitment, purchase order or other legally binding business arrangement, whether written, oral or implied, relating to the Company or such Seller or any of their respective assets or Business Permit or any material agreement to which the Company or such Seller is a party or by which the Company or such Seller or any of their respective assets is bound;

(b) breach or otherwise violate any Governmental Order which names either the Company or such Seller or is directed to either the Company, such Seller or any of their respective assets;

(c) violate any Governmental Rule; or

(d) require any Consent of, or exemption or other action by, any Person.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer and Starrex each, jointly and severally, hereby represents and warrants to each of the Sellers as follows as of the date of this Agreement (and as of the Closing Date, as applicable):

3.01. Organization. Each of Buyer and Starrex is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed. Each of Buyer and Starrex is duly qualified to do business and is in good standing in all jurisdictions in which the ownership of its properties or the nature of its business makes such qualification necessary, except to the extent that the failure to be so qualified, individually or in the aggregate, has not resulted in and is not reasonably likely to result in a Buyer Material Adverse Effect. For purposes of this Agreement, a “**Buyer Material Adverse Effect**” means a material adverse effect on (a) the business, assets, operations, financial condition or prospects of the Buyer and Starrex or (b) the ability of the Buyer or Starrex to perform its obligations under the Transaction Documents; provided, however, that none of the following shall be deemed, in themselves, either alone or in combination, to constitute a Buyer Material Adverse Effect, and none of the following shall be taken into account in determining whether there has been or shall be a Buyer Material Adverse Effect: (i) any material change in the market price or trading volume of the Starrex Shares after the date hereof; or (ii) any material adverse circumstance, change or effect resulting directly from conditions affecting the industries in which each of the Buyer and Starrex participates in their entirety, the U.S. economy as a whole, or foreign economies as a whole in any countries where the Buyer or Starrex or any of their subsidiaries has material operations.

3.02. Power and Authority. Each of the Buyer and Starrex has the corporate power and authority to own its properties and assets, to conduct its business as presently conducted and to execute, deliver and perform the Transaction Documents to which it is a party.

3.03. Execution and Enforceability. This Agreement has been, and on the Closing Date the other Transaction Documents to which Buyer or Starrex is a party will be, duly and validly authorized, executed and delivered by Buyer and Starrex and constitute (or upon such execution and delivery will constitute) legal, valid and binding obligations of Buyer and Starrex enforceable against Buyer and Starrex in accordance with their respective terms.

3.04. No Breach, Default, Violation or Consent. The execution, delivery and performance by Buyer or Starrex of the Transaction Documents to which it is a party do not and will not:

- (a) violate Buyer's or Starrex's charter or bylaws;
- (b) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any Consent under, result in the creation of any Lien on any assets of Buyer or Starrex under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of any material agreement to which Buyer or Starrex is a party or by which Buyer or Starrex or any of its respective assets is bound;
- (c) breach or otherwise violate any Governmental Order which names Buyer or Starrex or is directed to Buyer, Starrex or any of their assets;
- (d) violate any Governmental Rule; or
- (e) require any Consent, authorization, approval, exemption or other action by any Person,

except in the case of clauses (b) through (e) above, for such matters as would not, individually or in the aggregate, be likely to have a material adverse effect on Buyer's or Starrex's ability to perform its obligations under the Transaction Documents.

3.05. Brokers. Neither Buyer nor Starrex has employed or retained, and has no liability to, any broker, agent or finder on account of this Agreement or any of the other Transaction Documents or the transactions contemplated hereby or thereby, except to the extent that the Buyer or Starrex is raising financing to meet its obligations under this Agreement.

3.06 Underlying Stock. The common shares of Starrex (the “**Starrex Shares**”) issuable pursuant to the terms of the Convertible Note will, when issued and delivered in accordance with the terms of the Convertible Note be duly authorized, validly issued, fully paid and non-assessable and issued in compliance with applicable securities laws; provided, however, that the Starrex Shares to be issued hereunder will be subject to restrictions on transfer under applicable federal and state securities laws. The Starrex Shares issued in connection with the Convertible Note shall bear the following legends:

If issued prior to four months and one day after the Closing Date: UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE *[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE CLOSING DATE]*.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES OR “BLUE SKY” LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF SUBPARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR SUCH OTHER EVIDENCE AS THE CORPORATION MAY REQUIRE IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

3.07 Securities Filings; Starrex Financial Statements.

(a) Starrex has filed all forms, reports, registration statements and documents required to be filed by Starrex with the securities laws of the Provinces in which Starrex is a reporting issuer (the “**Reporting Provinces**”) or with the Canadian Securities Exchange (the “**CSE**”), and except as disclosed in writing to the Sellers, Starrex is not in default of its filings under, nor has it failed to file or publish any document required to be filed or published under securities laws of the Reporting Provinces or the CSE since the date of its listing on the Canadian Securities Exchange and has made available to the Company and Sellers such forms, reports, and documents in the form filed with the Reporting Provinces or the CSE since such date. All such required forms, reports and documents (including those that Starrex may file subsequent to the date hereof) are referred to herein as the “**Starrex Securities Reports**,” provided, that any Starrex Securities Reports shall be deemed to include all amendments to such reports through the date hereof. As of their respective filing dates (or if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), the Starrex Securities Reports (i) complied in all material respects with the requirements of the applicable Canadian and United States securities laws and regulations,

as the case may be, and the rules and regulations of the applicable Canadian and United States regulatory authorities thereunder applicable to such Starrex Securities Reports and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except to the extent corrected by subsequently filed documents with the applicable Canadian and United States regulatory authorities.

(b) Each of the consolidated financial statements of Starrex (including, in each case, the notes thereto), included in the Starrex Securities Reports (the “**Starrex Financial Statements**”), including each Starrex Securities Report filed after the date hereof until the Closing Date, (i) complied as to form in all material respects with the applicable rules and regulations of the CSE with respect thereto; (ii) was prepared in accordance with IFRS applied on a consistent basis throughout the periods indicated; and (iii) fairly presented the consolidated financial position of Starrex and its subsidiaries at the respective dates thereof and the consolidated results of Starrex's operations and cash flows for the periods indicated (subject, in the case of unaudited financial statements, to audit adjustments). There has been no change in Starrex's accounting policies during the periods covered by the Starrex Financial Statements except as described in the notes to the Starrex Financial Statements.

3.08 Litigation. Other than as set forth in the Starrex Securities Reports, there is no action, suit or proceeding of any nature pending or to Starrex's knowledge threatened against Starrex, its properties or any of its officers, directors or employees, nor, to the knowledge of Starrex, is there any reasonable basis therefor the adverse result of which would have a Starrex Material Adverse Effect.

3.09 No Material Adverse Effect. Since the date of the listing of Starrex's securities on the CSE, except as otherwise described in the Starrex Securities Reports, there has not been any Starrex Material Adverse Effect.

3.10 Disclosure Letter. Buyer will provide a Buyer Disclosure Letter prior to the Closing to reflect actions taken by Buyer or events occurring after the date of this Agreement or to make any non-material corrections to items already appearing on the Buyer Disclosure Letter provided that (a) such updates shall relate only to actions taken by Buyer that are permitted pursuant to this Agreement, and (b) no such update shall be deemed to cure any breach which exists as of the date of this Agreement.

ARTICLE IV TRANSACTIONS PRIOR TO CLOSING

4.01. Conduct of Business Prior to Closing. Except otherwise contemplated by this Agreement, or approved in writing by Buyer, between the date hereof and the Closing Date, the Company will, and Sellers will cause the Company, to do the following. For the purposes of this Article IV, the term “**Company**” includes a reference to each of AmeriFirst, Ameripine and Amcap, and all covenants include a covenant to cause each of these entities to comply herein:

- (a) operate its business only in the ordinary course and consistent with past practice;
- (b) use its best efforts to preserve its business intact, to keep available the services of its present officers and employees and to preserve the good will of customers, suppliers and others having business relations with the Company;
- (c) maintain the Equipment in good repair and operating condition, ordinary wear and tear excepted;

- (d) maintain in full force and effect all Business Permits and insurance policies;
- (e) not enter into any contract or commitment except those made in the ordinary course of business the terms of which are consistent with past practice and reasonable in light of current conditions;
- (f) not terminate, cause the termination of, amend, renew or extend any Business Agreement unless in each case such action is in the best interest of the Company;
- (g) not waive or release any of its rights or permit any of such rights to lapse;
- (h) not sell, transfer or otherwise dispose of any of its assets or any interest therein, or solicit offers in respect of or agree to do any of the foregoing, except for sales of inventory in the ordinary course of business;
- (i) not (1) incur any indebtedness for borrowed money or (2) incur, make, assume or suffer to exist any Lien, tenancy or other matter affecting title to any of its assets;
- (j) comply with applicable Governmental Rules in all material respects;
- (k) not merge or consolidate with or into, or otherwise combine with, any other Person;
- (l) take no action, and use its best efforts to prevent the occurrence of any event or the existence of any condition, which would result in any of Sellers' representations and warranties herein not being true and correct;
- (m) not (i) issue, sell, exchange or deliver any AATC Shares or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any AATC Shares, (ii) effect any recapitalization, reclassification, stock dividend, stock split or like change in its capitalization, (iii) amend its Operating Agreement (or other governing documents), (iv) except as contemplated in this Agreement, make any distributions with respect to the AATC Shares, or make any redemption or purchase of any AATC Shares;
- (n) promptly inform Buyer of the occurrence of any event or the existence of any condition which has had or is likely to have a Material Adverse Effect;
- (o) not make, change or revoke any tax election or make any agreement or settlement with any taxing authority; and
- (p) take no action, and use its best efforts to prevent the occurrence of any event or the existence of any condition, which would result in any of the representations and warranties of the Company or the Sellers herein not being true and correct.

4.02. No Negotiation. Neither Company nor any of the Sellers, nor any officer, director, Affiliate or agent on behalf of any of the foregoing, will, at any time on and after the date hereof and prior to the Closing Date, directly or indirectly, (a) enter into, or participate in, any discussions or negotiations, or solicit, entertain or encourage any inquiries or proposals, which relate to the acquisition of AATC Shares, or the assets, properties, business or securities of the Company (or any material portion thereof), by way of merger, reorganization, sale of assets, stock sale or exchange or otherwise by any Person (other than the Buyer) or (b) provide any non-public information to any Person (other than the Buyer) relating to any such acquisition transaction. Promptly upon receiving any offer or inquiry from a Person (other than the Buyer) to acquire the AATC Shares or any of its assets, properties or securities, the Sellers will notify Buyer of

such offer or inquiry, and, if requested, will provide the Buyer with all details requested by the Buyer. The parties acknowledge and agree that there would be irreparable damage in the event that any of the provisions of this Section 4.02 are not performed in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that the non-breaching party shall be entitled to an injunction or injunctions (or other appropriate equitable relief) to prevent breaches of this Section, and each of the parties shall have the right to specifically enforce this Section and the terms and provisions hereof against the other party in addition to any other remedy to which they may be entitled at law or in equity. Notwithstanding any of the foregoing, the Company and the Sellers may take any of the actions otherwise prohibited by clauses (a) and (b) above so long as they are limited to the transfer of AATC Shares not being sold to Buyer, in a manner that does not prevent or interfere with the sale of the AATC Shares to Buyer or the obligations of the Company or Sellers under this Agreement.

4.03. Access to Information. At all times prior to the Closing Date Sellers will furnish, or will cause the Company to furnish, to Buyer and its representatives (a) full access during normal business hours to the properties, books and records and personnel of the Company and (b) all such information concerning the Company as any of them may reasonably request.

4.04. Notification of Changes. If, at any time prior to the Closing, any Seller or the Buyer becomes aware that any of his or its representations or warranties set forth herein is false or misleading in any material respect, he, she or it will promptly notify the other party of the same. Unless otherwise specifically agreed to by the parties in writing, no such disclosure will be considered to be an amendment to this Agreement or the Schedules hereto or will release such party from any liability arising out of such false or misleading representation or warranty.

4.05. Provision of Audited Financial Statements. Unless extended by Buyer, prior to the Closing Date and as a condition to Closing, the Company will furnish to Buyer and its representatives, audited Financial Statements for the year ended December 31, 2021, in a form and substance satisfactory to Buyer, acting reasonably.

4.06 Commercially Reasonable Efforts. The parties agree to use their commercially reasonable efforts to take or cause to be taken and to do or cause to be done all such actions and things as are necessary or advisable, or as may be reasonably requested by the other party, in order to consummate the transactions contemplated hereby and by the other Transaction Documents. Without limiting the generality of the foregoing, the parties agree to take all commercially reasonable actions necessary in order to obtain any Consent or approval of any third party, including without limitation any Governmental Entity, which is required in connection with this Agreement or the other Transaction Documents or any of the transactions contemplated hereby or thereby.

ARTICLE V CLOSING, CLOSING CONDITIONS AND POST CLOSING MATTERS

5.01. Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) will take place remotely by electronic or facsimile transmissions as soon as practicable after the satisfaction (or waiver) of all of the conditions set forth in Sections 5.02 and 5.03 (the “**Closing Date**”) and in any event prior to March 31, 2023 (the “**Outside Date**”).

5.02. Closing Conditions to Obligations of Buyer. Buyer's obligation to proceed with the Closing and consummate the transactions contemplated by the Transaction Documents is subject to the satisfaction by the Sellers, or the written waiver of Buyer on or prior to the Closing Date, of each of the following conditions:

(a) Due Diligence. Each of Buyer and/or Starrex shall have completed its legal, business and financial due diligence of the Agencies and shall be satisfied in all respects, in its sole discretion, as to its findings in that regard on or before March 15, 2023;

(b) Accuracy of Representations and Warranties. The representations and warranties of the Sellers set forth herein will be true and correct on and as of the Closing Date with the same force and effect as though made on and as of such date (other than representations and warranties made specifically with reference to a particular date, which shall have been true and correct in all respects as of such date) and the Sellers shall deliver a certificate to the Buyer to that effect on the Closing Date substantially in the form attached as Schedule 5.02(b);

(c) Concurrent Acquisition of Agencies. All necessary and reasonable steps shall have been taken to provide for the concurrent closing of the acquisition by Buyer of the Agencies;

(d) Performance and Compliance. The Sellers will have performed or complied with each covenant and agreement required to be performed or complied with by it or them hereunder on or prior to the Closing Date;

(e) Board Approval. The Board of Directors of each of Buyer and Starrex shall have approved the entering into of this Agreement and the matters necessary to effect completion of this Agreement, including the Transaction Documents;

(f) Consents and Approvals. Sellers or the Company, as applicable, will have obtained or made each Consent, authorization, approval, exemption, filing, registration or qualification, if any, listed on any Schedule hereto or which are otherwise necessary (under applicable Governmental Rules or otherwise) for Sellers to sell and deliver the AATC Shares to Buyer, and in the case of Business Permits and Business Agreements for which a Consent to a change of control is required and cannot be obtained, Buyer shall have satisfied itself that it will be able to obtain or enter into similar permits and agreements in its own name, or to otherwise obtain the benefits of such permits and agreements;

(g) Litigation. The [REDACTED] (the “[REDACTED] **Dispute**”), shall have reached a full and final settlement and there will be no pending or threatened action by or before any Governmental Entity, arbitrator or other tribunal seeking to restrain, prohibit or invalidate any of the transactions contemplated by the Transaction Documents or seeking monetary relief against Buyer, Starrex or the Company by reason of the consummation of such transactions, and there will not be in effect any Governmental Order which has such effect;

(h) Material Adverse Effect. No event will have occurred and no condition will exist which has had, or is likely to have, a Material Adverse Effect on the Company;

(i) Transaction Documents and Transfer of AATC Shares. Sellers and any other parties thereto (other than Sellers) will have executed and delivered to Buyer each of the Transaction Documents to which Sellers are a party on the date of this Agreement and the assignment of AATC Shares pursuant to the constating documents of AATC shall be effected on or before the Closing Date;

(j) FIRPTA and W-9. Each Seller will have executed and delivered a duly executed affidavit of non-foreign status that complies with Treasury Regulations under Section 1445 of the Code and a properly completed and duly executed Form W-9 from each Seller, as applicable; and

(k) Agreements with Key Management. Employment or consulting agreements shall have been entered into between senior management of the Company and the Company substantially in the form attached as Schedule 5.02(k).

5.03. Closing Conditions Precedent to Obligations of Sellers. Sellers' obligations to proceed with the Closing is subject to the satisfaction by Buyer, or the written waiver by the Sellers, on or prior to the Closing Date, of each of the following conditions precedent:

(a) Due Diligence. Sellers shall have completed their legal, business and financial due diligence of Buyer and Starrex and shall be satisfied in all respects, in their sole discretion, as to their findings in that regard on or before March 15, 2023;

(b) Accuracy of Representations and Warranties. The representations and warranties of Buyer and Starrex set forth herein will be true and correct on and as of the applicable Closing Date with the same force and effect as though made on and as of such date (other than representations and warranties made specifically with reference to a particular date, which shall have been true and correct in all respects as of such date) and the Buyer shall deliver a certificate to the Sellers to that effect on the Closing Date substantially in the form attached as Schedule 5.03(b);

(c) Concurrent Acquisition of Agencies. All necessary and reasonable steps shall have been taken to provide for the concurrent closing of the acquisition by Buyer of the Agencies;

(d) Performance and Compliance. Buyer and Starrex will each have performed or complied with each covenant and agreement to be performed or complied with by it hereunder on or prior to the Closing Date;

(e) Consents and Approvals. Sellers or the Company, as applicable, will have obtained or made each Consent, authorization, approval, exemption, filing, registration or qualification, if any, listed on any Schedule hereto or which are otherwise necessary (under applicable Governmental Rules or otherwise) for Sellers to sell and deliver the AATC Shares to Buyer, and in the case of Business Permits and Business Agreements for which a Consent to a change of control is required and cannot be obtained, Buyer shall have satisfied itself that it will be able to obtain or enter into similar permits and agreements in its own name, or to otherwise obtain the benefits of such permits and agreements. In addition, Buyer will have obtained or made each Consent, authorization, approval, exemption, filing, registration or qualification, if any, necessary (under applicable Governmental Rules or otherwise) to be obtained by Buyer to purchase the AATC Shares;

(f) Litigation. The [REDACTED] Dispute shall have reached a full and final settlement and there will be no pending or threatened action by or before any Governmental Entity, arbitrator or tribunal seeking to restrain, prohibit or invalidate any of the transactions contemplated by the Transaction Documents or seeking monetary relief against any Seller by reason of the consummation of such transactions, and there will not be in effect any Governmental Order which has such effect;

(g) Transaction Documents. Buyer, Starrex and any other parties thereto (other than Sellers) will have executed and delivered to the Sellers each of the Transaction Documents to which Buyer or Starrex is a party on the Closing Date; and

(h) Agreements with Key Management. Employment or consulting agreements shall have been entered into between senior management of the Company and the Company substantially in the form attached as Schedule 5.02(k). In addition, Starrex shall grant [REDACTED] stock options in accordance with

the policies of the CSE to each of the three senior management employees and will allot an additional [REDACTED] options to be granted upon the recommendation of senior management of the Company.

5.04. Right to Hypothecate, Transfer or Encumber any Assets. To the extent that Buyer wishes to incur additional indebtedness in order to repay the Initial Note, the Sellers hereby covenant and agree to enter into a subordination agreement and/or intercreditor agreement, as applicable, or otherwise release Buyer to the extent necessary to enable Buyer and to do same.

Further, to the extent that the ability of the Sellers to be repaid pursuant to the terms of the Convertible Note is not materially impaired, as determined by the Sellers acting reasonably, Sellers hereby covenant and agree to permit the assets of the Company to be encumbered by liens, claims, security interests, pledges, charges, options, rights of first refusal, preemptive rights, mortgages, hypothecations, prior assignments, use restrictions, or other encumbrances of any nature whatsoever prior to the transactions of Buyer and Starrex being fully performed.

5.05. Escrow Requirement. The Sellers, as applicable, shall enter into an escrow agreement governing the timing of the disposition of any securities obtained from Starrex, in the event that the Canadian Securities Exchange requires same.

5.06. Lock-Up and Leak-Out Provisions. The form of Convertible Note (each a “**Note**”), as applicable, shall contain a provision that any Seller holding a Note or Notes that in aggregate are converted (whether by Starrex or the holder) into 100,000 or greater number of Starrex Shares, shall be subject to restrictions on the transfer of the common shares, such that the Seller shall only be able to sell such shares as to: (a) fifteen percent (15%) following the date which is eighteen (18) months after each conversion date, (b) an additional fifteen percent (15%) on each of the following five (5) three (3) month periods, and (c) the final ten percent (10%) thirty six (36) months after each conversion date.

5.07 Consents. The Sellers hereby undertake to use commercially reasonable efforts to obtain such Consents as are contemplated by Section 2.04 of this Agreement within thirty days of the Closing Date.

ARTICLE VI
INDEMNIFICATION PROVISIONS

6.01. Indemnification by Seller. Each of the Sellers shall indemnify and defend each of Buyer, Starrex and each of their affiliates (including the Company) and their respective representatives (collectively, the “**Buyer Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all losses incurred or sustained by, or imposed upon, Buyer Indemnitees based upon, arising out of, with respect to, or by reason of:

- (a) the [REDACTED] Dispute;
- (b) the failure by Sellers to obtain Consents prior to the Closing Date, including without limitation, any increase in rent or leasing costs that may be required to be paid pursuant to change of control assignment provisions in any of the Real Property Leases;
- (c) any inaccuracy in or breach of any of the representations or warranties of Sellers contained in this Agreement;
- (d) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Sellers pursuant to this Agreement; and

(e) to the extent that title insurance claims are covered by applicable insurance claims, they are specifically excluded from indemnification as provided for in this Section 6.01.

6.02. Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “**Indemnified Party**”) shall promptly provide written notice of such claim to the other party (the “**Indemnifying Party**”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such action, the Indemnified Party may, but shall not be obligated to, defend against such action in such manner as it may deem appropriate, including settling such action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

6.03. Survival. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims which are timely asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

6.04. Tax Claims. Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event, or proceeding in respect of taxes of the Company (including, but not limited to, any such claim in respect of a breach of the representations and warranties in Section 2.07 hereof shall be governed by the indemnity and other contractual provisions herein.

6.05. Cumulative Remedies. The rights and remedies provided for in this Article VI are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VII GENERAL PROVISIONS

7.01. Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned, pledged or otherwise transferred by any party, whether by operation of law or otherwise, without the prior consent of the other party or parties.

7.02. Confidentiality, Non-disparagement and Non-Solicitation.

(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 such party or any of its Affiliates, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and specifically includes (i) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of such party and its Affiliates, in each case whether present or prospective, (ii) all inventions,

discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of such party and its Affiliates, and (iii) all financial statements, audit reports, budgets and business plans or forecasts of such party and its Affiliates; 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) Except as otherwise permitted by subsection (c) below, each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party.

(c) Notwithstanding subsection (b) above, each of the parties is permitted to:

(i) disclose Confidential Information of the other party to its officers, directors, employees, equity holders, lenders, agents and Affiliates, but only to the extent reasonably necessary in order for such party to perform its obligations and exercise its rights and remedies under this Agreement, and such party will take all such actions as are necessary or desirable in order to ensure that each of such Persons maintains the confidentiality of any Confidential Information that is so disclosed;

(ii) make additional disclosures of or use for its own benefit Confidential Information of the other party, but only if and to the extent that such disclosures or use are specifically contemplated by this Agreement;

(iii) disclose Confidential Information of the other party to the extent, but only to the extent, required by Governmental Rules; provided, that prior to making any disclosure pursuant to this subsection, the disclosing party will notify the affected party of the same, and the affected party will have the right to participate with the disclosing party in determining the amount and type of Confidential Information of the affected party, if any, which must be disclosed in order to comply with Governmental Rules; and

(iv) disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by the Transaction Documents and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure; provided, that such disclosure may not be made (A) until the date of the public announcement of such transactions or (B) to the extent of restrictions on disclosure which are reasonably necessary to comply to any applicable U.S. federal or state securities laws. For purposes of this Agreement, the "tax treatment" of a transaction means the purported or claimed U.S. federal income tax treatment of such transaction and the "tax structure" of a transaction means any fact that may be relevant to understanding the purported or claimed U.S. federal income tax treatment of such transaction.

(d) Each party hereby agrees to refrain from making any untruthful, derogatory, unflattering and/or disparaging oral or written statements or communications to the public, or to any third party, about the other parties to this Agreement, its business practices, or about the business practices of any of the current or former officers, directors, executives, employees, representatives, clients or customers, or any related services of the Company, the Buyer or Starrex, or about any general matter concerning their reputation, standing in the business community, or business practices. 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 of the Agencies or a party's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the business of the Agencies. 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 Entity; 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.

(e) As a material inducement for Buyer to purchase the Company from Seller pursuant to the terms and conditions of this Agreement, for five (5) years (the "Restricted Period") from the Closing Date, neither Seller nor any of their subsidiaries, and subject to any agreement entered into between Buyer and key management employees, each Seller shall not directly or indirectly, anywhere in the geographic area in which Company 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 title business where such services are not merely incidental to the principal business.

(f) If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in Section 7.02(e) 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 7.02(e) will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Section 7.02(e) 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.

(g) Seller, nor any party subject to the non-competition 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 of the Company, 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.

7.03. Expenses. Except as otherwise specifically provided herein or in any other Transaction Document, each party is responsible for such expenses as it may incur in connection with the negotiation, preparation, execution, delivery, performance and enforcement of the Transaction Documents. The Seller shall be responsible for the expenses of the audit of the Company Financial Statements for the year ended December 31, 2021, as set out in Section 2.06(b). The parties shall agree to share equally in the reasonable expenses of the audit of the Company for the years ended December 31, 2022 and 2021.

7.04. Further Assurances. The parties will from time to time do and perform such additional acts and execute and deliver such additional documents and instruments as may be required by applicable Governmental Rules or reasonably requested by any party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement and the other Transaction Documents. Without limiting the generality of the foregoing, each party agrees to endorse (if necessary) and deliver to the other, promptly after its receipt thereof, any payment or document which it receives after the Closing Date and which is the property of the other.

7.05. Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder: (a) will be in writing; (b) will be sent by messenger, certified or registered mail, a reliable express delivery service or telecopier (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and (c) will be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (i) a receipt executed by the addressee (or a responsible individual in his or her office), the records of the Person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, mail or express delivery service, or (ii) a receipt generated by the sender's telecopier showing that such communication was sent to the appropriate number on a specified date, if sent by telecopier. All such communications will be sent to the following addresses or numbers, or to such other addresses or numbers as any party may inform the others by giving five business days' prior notice:

If to Sellers: Personal information

[REDACTED]

Ph: [REDACTED]
Email: [REDACTED]

If to Buyer: Personal information

[REDACTED]

Ph: [REDACTED]
Email: [REDACTED]

7.06. Publicity. Neither party will make any press release or other public announcement regarding this Agreement or the other Transaction Documents or any transaction contemplated hereby or thereby until the text of such release or announcement has been submitted to the other party and the other party has approved the same; provided that either party may write a public announcement or disclosure to the extent such party is advised by counsel advisable to comply with applicable law or the rules, regulations or interpretations of the applicable electronic quotation system or the CSE.

7.07. Damages and Other Arrangements.

(a) Sellers' Damages. If at any time after the execution of this Agreement and prior to its termination:

(i) the conditions to closing as set out in Article V have been met before the Outside Date, however, the Buyer refuses to close the transactions contemplated by this Agreement; or

(ii) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Buyer under this Agreement occurs that would cause any condition in Article V not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of such Section, as applicable; provided that any wilful breach shall be deemed

to be incapable of being cured and provided that any of the Seller Group is not then in breach of this Agreement so as to cause any condition in Article V not to be satisfied,

each of the above in this Section 7.07.(a) being a “**Sellers’ Damages Event**”, then in the event of the termination of this Agreement pursuant to Section 7.08., Buyer shall pay to Seller Group (or to whom Seller Group may direct in writing) [REDACTED] (the “**Sellers’ Termination Amount**”) as damages in consideration for the disposition of Seller Group’s rights under this Agreement in immediately available funds to an account designated by the Seller Group within two (2) business days after the first to occur of such foregoing events. After a Sellers’ Damages Event, but prior to payment of the Sellers’ Termination Amount, Buyer shall be deemed to hold such applicable payment in trust for Seller Group. For greater certainty, “**Seller Group**” refers to all the Sellers in connection with the purchase of all the Agencies and the Seller Group is not entitled to more than one payment of the Sellers’ Termination Amount pursuant to this Section 7.07.

(b) Buyer Damages. If at any time after the execution of this Agreement and prior to its termination:

(i) the conditions to closing as set out in Article V have been met before the Outside Date, however, all or any of the Seller Group refuse to close the transactions contemplated by this Agreement; or

(ii) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of one or more of the Seller Group under the respective agreements occurs that would cause any condition in Article V not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of such Section, as applicable; provided that any wilful breach shall be deemed to be incapable of being cured and provided that Buyer is not then in breach of the relevant agreement so as to cause any condition in Article V not to be satisfied,

each of the above in this Section 7.07.(b) being a “**Buyer Damages Event**”, then in the event of the termination of this Agreement pursuant to Section 7.08, Seller Group shall pay to Buyer (or to whom Buyer may direct in writing) [REDACTED] (the “**Buyer Termination Amount**”) in consideration for the disposition of Buyer’s rights under this Agreement in immediately available funds to an account designated by Buyer within two business days after the first to occur of the events described above. After a Buyer Damages Event, but prior to payment of the Buyer Termination Amount, Seller Group shall be deemed to hold such applicable payment in trust for Buyer. For greater certainty, Buyer is not entitled to more than one payment of the Buyer Termination Amount pursuant to this Section 7.07.

(c) Liquidated Damages. Each Party acknowledges that the Sellers’ Termination Amount and the Buyer Termination Amount set forth in Sections 7.07.(a) and (b) respectively, are: (i) a payment of liquidated damages which are a genuine pre-estimate of the damages which Seller Group or Buyer, as the case may be, will suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Agreement and is not a penalty; and (ii) represents consideration for the disposition to the payee of its rights under this Agreement. Each of the Parties irrevocably waives any right it may have to raise as a defense that any such liquidated damages are excessive or punitive. For greater certainty, the Parties agree that the payment of the amounts pursuant to Section 7.07.(a) and (b), respectively, is the sole monetary remedy of the respective Party receiving such payment; provided, however, that this limitation shall not apply in the event of fraud or intentional breach of this Agreement by either of the parties. Nothing herein shall preclude a party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise to

obtain specific performance of any of such act, covenants or agreements, without the necessity of posting bond or security in connection therewith.

7.08. Termination.

(a) This Agreement may be terminated at any time prior to the Closing:

(i) by mutual written agreement of Buyer and the Sellers;

(ii) by Buyer if there has been a material misrepresentation by the Sellers hereunder, a material breach by Sellers of any of their warranties or covenants set forth herein or if any of the conditions specified in Section 5.02 have not been fulfilled within the time required and have not been waived in writing by Buyer;

(iii) by the Sellers if there has been a material misrepresentation by Buyer hereunder, a material breach by Buyer of any of its warranties or covenants set forth herein or if any of the conditions specified in Section 5.03 have not been fulfilled within the time required and have not been waived in writing by the Sellers; or

(iv) by either Buyer or Sellers if the Closing Date does not occur by the Outside Date.

Except as noted above, if this Agreement is terminated by either the Sellers or Buyer as provided above, then no party will have any further obligations or liabilities hereunder except for obligations or liabilities arising from a breach of this Agreement prior to such termination or which survive such termination by their own terms.

7.09. 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 7.09 (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 to 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.

7.10. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by Buyer, Starrex and each Seller; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) together with the other Transaction Documents, contains the entire agreement of the parties with respect to the transactions contemplated hereby and thereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (d) is governed by, and will be construed and enforced in accordance with, the laws of the state of Texas, without giving effect to any conflict of laws rules of that or any other jurisdiction; (e) all disputes between the parties arising out of or relating to this Agreement shall be settled by binding arbitration in Texas pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator may award any legal or equitable remedy; and (f) is binding upon, and will inure to the benefit of, the parties and their respective heirs, successors and permitted assigns. The due performance or observance by a party of any of its obligations under this Agreement may be waived only by a writing signed by the party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement which is prohibited or

unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All references to dollar amounts herein shall mean United States dollars.

7.11. Prevailing Party. In the event any legal action or agreed upon arbitration or mediation shall be instituted with respect to this Agreement or any obligation arising hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, and fees and costs of accountants and expert witnesses as determined by the court, arbitrator or mediator.

7.12. Delivery by Electronic Transmission. An executed copy of this Agreement may be delivered by any party hereto by electronic transmission. In such event, such party will forthwith deliver to the other parties hereto the copy of this Agreement executed by such party.

SIGNATURE PAGE TO LLC PURCHASE AGREEMENT

IN WITNESS WHEREOF, each of the parties hereto has executed this LLC Purchase Agreement as of the date first set forth above.

BUYER

ALL AMERICAN TITLE COMPANY LLC

STARREX INTERNATIONAL LTD.

By: Starrex Insurance Holdings, Inc.
Title: Manager

By: [Redacted] Personal information
Title: President

SELLERS

WITNESS

[Redacted] Personal information

[Redacted] Personal information

WITNESS

SCHEDULE 1.01(a)

Sellers – Name, Address & Email	% Interest
[Redacted] Personal information Email: [Redacted]	50
[Redacted] Personal information Email: [Redacted]	50
Total	100%

SCHEDULE 1.01(b)

	Cash USD	Value of Initial Note USD	Value of Convertible Note USD
Sellers			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	[REDACTED]	[REDACTED]

Sensitive business information

Execution Copy

SCHEDULE 1.01(b)(ii)

Form of Initial Note

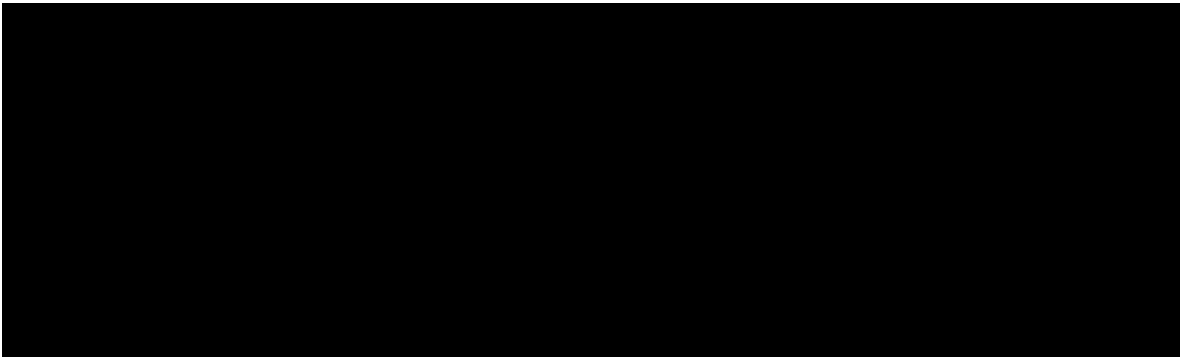
such time that interest is payable, interest shall not be due or payable on interest that has accrued and not been paid.

3. **SECURITY:** This Promissory Note is secured by a securities pledge agreement granted by the Debtor in favor of the Holder dated as of the date hereof (as the same may be amended, modified, restated or replaced from time to time (the "Pledge and Security Agreement"). In addition, the Parent shall concurrently provide a guarantee for repayment of the indebtedness incurred by the Debtor hereunder.

To the extent that the ability of the Holder to be repaid pursuant to the terms of this Promissory Note is not materially impaired, as determined by the Holder acting reasonably, the Holder hereby covenants and agrees to permit the assets of the Debtor to be encumbered by liens, claims, security interests, pledges, charges, options, rights of first refusal, preemptive rights, mortgages, hypothecations, prior assignments, use restrictions, or other encumbrances of any nature whatsoever prior to the transactions of the Debtor and the Parent being fully performed.

4. **PREPAYMENT OF LOAN:** The Debtor may prepay the Principal Amount, in whole or in part upon written notice to the Holder, provided such prepayment includes (i) the Principal Amount paid; and (ii) all interest accrued and due up to the date of prepayment, on all notes issued in connection with the Transaction Agreements.

5.



6. **DEFAULT AND PENALTIES:** The occurrence of any of the following shall constitute an "**Event of Default**" hereunder:

- (a) if the Debtor is in default of the promissory notes it has issued concurrently with this Promissory Note, pursuant to the Transaction Agreements;
- (b) default in the payment of the Principal Amount or interest in accordance with the terms hereof;
- (c) non-payment of dividends or other payments to which the Holder is entitled to pursuant to any shareholdings in the capital of the Parent; or
- (d) if the Debtor shall make a general assignment for the benefit of its creditors or a notice of intention to make a petition, proposal, or filing under applicable bankruptcy and insolvency legislation, or shall become insolvent, or shall be declared or adjudged bankrupt, or a receiving order shall be made against the Debtor unless same is being contested in good faith and is dismissed, stayed or withdrawn within ninety (90) days thereof, or if a liquidator, trustee in bankruptcy, receiver, receiver and manager or any other officer with similar powers shall be appointed to the Debtor or of all of its property or any material part thereof unless same is being contested in good faith and is dismissed, stayed or withdrawn within ninety (90) days thereof, or if the Debtor shall propose a compromise, arrangement, or reorganization under applicable legislation providing for the reorganization or winding-up of corporations or business entities or providing for an agreement, composition, extension or adjustment with its creditors; or the Debtor shall admit in writing its

inability to pay its debts generally as they become due or shall take corporate action in furtherance of any of the aforesaid purposes.

Upon the occurrence of an Event of Default, the Principal Amount, plus all accrued and unpaid interest on all notes issued in connection with the Transaction Agreements, shall be immediately due and payable in full. Upon the occurrence of any such Event of Default and the acceleration of the maturity of the indebtedness evidenced by this Promissory Note the Holder shall immediately be entitled to exercise any and all rights and remedies possessed by the Holder pursuant to the terms of this Promissory Note and the Pledge and Security Agreement.

7. **LOCATION AND METHOD OF PAYMENT:** Except as stated below, all payments to be made by the Debtor to the Holder pursuant to this Promissory Note shall be made as the Holder may determine, on or before 4:00 p.m. (Texas time) on the date such payments are due.
8. **AMENDMENT TO PROMISSORY NOTE:** This Promissory Note may be amended with the mutual consent of the Holder and the Debtor.
9. **RESALE RESTRICTIONS, LEGENDING AND DISCLOSURE:** By its acceptance hereof the Holder acknowledges that this Promissory Note will be subject to certain resale restrictions under applicable Canadian and United States securities laws, and the Holder agrees to comply with all such restrictions and laws.
10. **GOVERNING LAW AND JURISDICTION:** This Promissory Note shall be construed in accordance with and governed by the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other laws.
11. **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.
12. **EXPENSES:** All cost, expenses and expenditures relating to this Promissory Note including, and without limitation, the reasonable legal costs incurred by the Holder in enforcing this Promissory Note as a result of any default by the Debtor will be added to the Principal then outstanding and will immediately be paid by the Debtor.
13. **NOTICE:** Any notice or written communication given pursuant to or in connection with this Promissory Note shall be in writing and shall be given by delivering the same personally or by prepaid courier, prepaid registered mail, or facsimile, addressed to the party to be notified at the address of such party set out herein or at such other address of which such party has given notice to the other party hereto. Any such notice shall be conclusively deemed to have been given and received on the day of actual receipt by the addressee or, if given by prepaid registered or certified mail, on the fifth day following the mailing date (absent a general disruption in postal service).
14. **SUCCESSORS AND ASSIGNS:** This Promissory Note shall be binding upon the Debtor and its successors and assigns and other legal representatives and shall enure to the benefit of the Holder and his heirs, executors, administrators, successors and assigns. Any references herein to the Holder or the Debtor shall include their respective successors and assigns as if specifically named. This Promissory Note may only be assigned by the Holder with the consent of the Debtor, and, if so assigned, the Holder shall provide the Debtor with written notice of such assignment.

15. **WAIVER BY THE DEBTOR:** The Debtor expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonour, notice of intent to accelerate the maturity hereof and notice of the acceleration of the maturity hereof.
16. **DELIVERY BY ELECTRONIC TRANSMISSION:** An executed copy of this Promissory Note may be delivered by electronic transmission.

[Signature Page follows]

[SIGNATURE PAGE TO SECURED PROMISORRY NOTE DATED MARCH 17, 2023]

ALL AMERICAN TITLE COMPANY LLC

Per: _____

Execution Copy

SCHEDULE 1.01(b)(iii)
Form of Convertible Note

2. **INTEREST:** The Debtor will pay interest to the Holder, computed on the basis of a 360-day year composed of twelve 30-day months, with pro-rata payments being made for any partial months, both before as well as after payment is due and before and after default, judgment and execution, on the Principal Amount from March 17, 2023, until paid, at the rate of six percent (6.0%) per annum, accruing monthly and payable semi-annually commencing on October 1, 2023. For greater certainty, prior to such time that interest is payable, interest shall not be due or payable on interest that has accrued and not been paid.

At the election of the Holder, payment of interest hereunder shall be satisfied either through the payment of cash or, subject to compliance with the rules of the CSE, through the issuance to the Holder of fully paid and non-assessable common shares (the "Starrex Shares") by the Parent (the "Interest Conversion Right"). The number of Starrex Shares to be issued shall be determined by dividing the amount of interest owing on a particular date (each an "Interest Payment Date") by the closing price for the Starrex Shares on the trading day prior to the date of the exercise by the Holder of the Interest Conversion Right, less the maximum discount allowable by the CSE.

3. **SECURITY:** This Promissory Note is secured by a securities pledge agreement granted by the Debtor in favor of the Holder dated as of the date hereof (as the same may be amended, modified, restated or replaced from time to time, the "Pledge and Security Agreement"). In addition, the Parent shall concurrently provide a guarantee for repayment of the indebtedness incurred by the Debtor hereunder.

To the extent that the ability of the Holder to be repaid pursuant to the terms of this Promissory Note is not materially impaired, as determined by the Holder acting reasonably, the Holder hereby covenants and agrees to permit the assets of the Debtor to be encumbered by liens, claims, security interests, pledges, charges, options, rights of first refusal, preemptive rights, mortgages, hypothecations, prior assignments, use restrictions, or other encumbrances of any nature whatsoever prior to the transactions of the Debtor and the Parent being fully performed.

4. **PREPAYMENT OF LOAN:** The Debtor may prepay the Principal Amount, in whole or in part upon written notice to the Holder, provided such prepayment includes (i) the Principal Amount paid; and (ii) all interest accrued and due up to the date of prepayment, on all notes issued in connection with the Transaction Agreements.

5. **HOLDER CONVERSION RIGHT:** The Holder shall have the right (the "Holder Conversion Right"), but not the obligation, at any time, and from time to time, up to and including the business day immediately preceding the Maturity Date, to notify the Debtor that it wishes to exchange or convert, for no additional consideration, all or any part of the Principal Amount of this Promissory Note into fully paid and non-assessable Starrex Shares at a price of US\$2.09 (the "Conversion Price") in effect on the date of conversion (the "Holder Conversion Date"). For greater certainty, if the Holder elects to convert all or a portion of the Principal Amount, then on the Holder Conversion Date the Debtor will pay to the Holder any accrued and unpaid interest owing up to and including the Holder Conversion Date.

The Conversion Right shall extend only to the maximum number of whole Starrex Shares into which the Principal Amount of this Promissory Note or any part thereof may be converted in accordance with this Section 5.

The Parent shall not be required to issue fractional Starrex Shares upon the conversion of this Promissory Note. If any fractional interest in a Starrex Share, would, except for the provisions of this Section 6, be deliverable upon the conversion of any amount hereunder, the number of Starrex Shares to be issued shall be rounded down to the nearest whole Starrex Share and in lieu of fractional Starrex Shares, the Debtor shall pay to the Holder within ten (10) business days after the Holder Conversion Date or the Debtor Conversion Date, as applicable, an amount in lawful money of Canada equal to the Conversion Price of the Starrex Shares on such date multiplied by an amount equal to the fractional interest of Starrex Shares such Holder would otherwise be entitled to receive upon such exercise or upon conversion, provided that the Borrower shall not be required to make any payment, calculated as aforesaid, that is less than \$10.00.

6. **HOLDER CONVERSION PROCEDURE:** The Holder Conversion Right may be exercised by the Holder by completing and signing the notice of conversion (the "Holder Conversion Notice") attached hereto as Schedule A, and delivering the Holder Conversion Notice and this Promissory Note to the Debtor. The Holder Conversion Notice shall provide that the Holder Conversion Right is being exercised, shall specify the Principal Amount being converted, and shall set out the proposed Holder Conversion Date (such date to be no earlier than five (5) business days and no later than ten (10) business days after the day on which the Holder Conversion Notice is issued). The conversion shall be deemed to have been effected immediately prior to the close of business on the Holder Conversion Date and the Starrex Shares issuable upon conversion shall be deemed to be issued as fully paid and non-assessable at such time. Within ten (10) business days after the Holder Conversion Date, the Debtor shall cause to be delivered to the Holder a share certificate or certificates (or such other evidence of the issuance of the Starrex Shares from the Parent's transfer agent, including notices under a non-certificated registry) for the applicable number of Starrex Shares issuable under the applicable Holder Conversion Notice registered in the manner specified in the applicable Holder Conversion Notice. If less than all of the Principal Amount of this Promissory Note is the subject of the Holder Conversion Right, then within ten (10) business days after the Holder Conversion Date, the Debtor shall deliver to the Holder a replacement Promissory Note in the form hereof in the principal amount of the unconverted principal balance hereof, and this Promissory Note shall be cancelled. If the Holder Conversion Right is being exercised in respect of the entire Principal Amount of this Promissory Note, this Promissory Note shall be cancelled. With the Holder Conversion Notice, the Holder shall provide the Debtor with its written calculation of the amount of accrued and unpaid interest on the Principal Amount which is the subject of the Holder Conversion Right, up to the date of the Holder Conversion Notice.

7. **DEBTOR CONVERSION RIGHT:** The Debtor shall have the right (the "Debtor Conversion Right"), but not the obligation, on the Maturity Date, to require the Holder to convert (for no additional consideration) an amount equal to up to 100% of the Principal Amount then outstanding under this Promissory Note into Starrex Shares at the Conversion Price if, the volume weighted average closing price of the Starrex Shares is equal to or greater than US\$2.61 for the period which is thirty (30) consecutive trading days prior to the Maturity Date.

The Debtor Conversion Right may be exercised by the Debtor by completing and signing the notice of conversion (the "Debtor Conversion Notice") attached hereto as Schedule B, and deliver the Debtor Conversion Notice to the Holder. The conversion shall be deemed to have been effected immediately prior to the close of business on the Maturity Date and the Starrex Shares issuable upon conversion shall be deemed to be issued as fully paid and non-assessable at such time. Within ten (10) business days after deliver of the Debtor Conversion Notice to the Holder, the Debtor shall cause to be delivered to the Holder a share certificate or certificates (or such other evidence of the issuance of the Starrex Shares from the Parent's transfer agent, including notices under a non-certificated registry) for the applicable number of Starrex Shares issuable under the Debtor Conversion Notice registered in the manner specified in writing by the Holder.

8. **ADJUSTMENT OF CONVERSION PRICE:** If the Parent at any time: (a) subdivides or consolidates the securities issuable upon conversion, (b) issues Starrex Shares (or securities convertible or exchangeable for Starrex Shares) to the holders of all or substantially all of the outstanding Starrex Shares by way of a stock dividend, rights, options or warrants, or (c) makes a distribution on its outstanding Starrex Shares payable in Starrex Shares or securities exchangeable for or convertible into Starrex Shares, then the Holder shall thereafter be entitled on conversion to receive the securities to which it was entitled to receive before such corporate action is taken, and the conversion rate of indebtedness shall be adjusted accordingly. Any such adjustment shall become effective on the date and at the time that such corporate action becomes effective.

9. **DEFAULT AND PENALTIES:** The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(a) if the Debtor is in default of the promissory notes it has issued concurrently with this Promissory Note, pursuant to the Transaction Agreements;

- (b) default in the payment of the Principal Amount or interest in accordance with the terms hereof;
- (c) non-payment of dividends or other payments to which the Holder is entitled to pursuant to any shareholdings in the capital of the Parent; or
- (d) if the Debtor shall make a general assignment for the benefit of its creditors or a notice of intention to make a petition, proposal, or filing under applicable bankruptcy and insolvency legislation, or shall become insolvent, or shall be declared or adjudged bankrupt, or a receiving order shall be made against the Debtor unless same is being contested in good faith and is dismissed, stayed or withdrawn within ninety (90) days thereof, or if a liquidator, trustee in bankruptcy, receiver, receiver and manager or any other officer with similar powers shall be appointed to the Debtor or of all of its property or any material part thereof unless same is being contested in good faith and is dismissed, stayed or withdrawn within ninety (90) days thereof, or if the Debtor shall propose a compromise, arrangement, or reorganization under applicable legislation providing for the reorganization or winding-up of corporations or business entities or providing for an agreement, composition, extension or adjustment with its creditors; or the Debtor shall admit in writing its inability to pay its debts generally as they become due or shall take corporate action in furtherance of any of the aforesaid purposes.

Upon the occurrence of an Event of Default, the Principal Amount, plus all accrued and unpaid interest on all notes issued in connection with the Transaction Agreements, shall be immediately due and payable in full. Upon the occurrence of any such Event of Default and the acceleration of the maturity of the indebtedness evidenced by this Promissory Note the Holder shall immediately be entitled to exercise any and all rights and remedies possessed by the Holder pursuant to the terms of this Promissory Note and the Pledge and Security Agreement.

- 10. **LOCATION AND METHOD OF PAYMENT:** Except as stated below, all payments to be made by the Debtor to the Holder pursuant to this Promissory Note shall be made as the Holder may determine, on or before 4:00 p.m. (Texas time) on the date such payments are due.
- 11. **AMENDMENT TO OR CANCELLATION OF PROMISSORY NOTE:** This Promissory Note shall be amended or cancelled in accordance with Section 1.01(d) of the applicable Transaction Agreement.
- 12. **LOCK-UP, RESALE RESTRICTIONS, LEGENDING AND DISCLOSURE:** By its acceptance hereof the Holder acknowledges that this Promissory Note and the Starrex Shares issuable upon conversion hereof will be subject to certain resale restrictions under applicable Canadian and United States securities laws, and the Holder agrees to comply with all such restrictions and laws. The Holder acknowledges that should the Holder acquire through the conversion of one or more Promissory Notes it holds, an aggregate of 100,000 Starrex Shares or greater number (the "Lock-up Trigger Date"), such Starrex Shares shall be subject to the following restrictions on transfer over a thirty-six (36) month period: (a) fifteen percent (15%) following the date which is eighteen (18) months after the Lock-up Trigger Date, (b) an additional fifteen percent (15%) on each of the following five (5) three (3) month periods, and (c) the final ten percent (10%) thirty six (36) months after the Lock-up Trigger Date (collectively, the "Lock-up Periods"). The Holder further acknowledges and agrees that all Common Share certificates will bear a legend reflecting the Lock-up Periods and the legend substantially in the form set forth on the face page hereof, provided that the legend restricting any trades following four months plus one day after the date hereof shall not be required on common share certificates issued at any time following four months plus one day after the date hereof. The Holder acknowledges that the Parent will be required to provide to the applicable securities regulatory authorities the identity of the Holder and its principals and the Holder hereby agrees thereto.
- 13. **GOVERNING LAW AND JURISDICTION:** This Promissory Note shall be construed in accordance with and governed by the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other laws.

14. **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.
15. **EXPENSES:** All cost, expenses and expenditures relating to this Promissory Note including, and without limitation, the reasonable legal costs incurred by the Holder in enforcing this Promissory Note as a result of any default by the Debtor will be added to the Principal then outstanding and will immediately be paid by the Debtor.
16. **NOTICE:** Any notice or written communication given pursuant to or in connection with this Promissory Note shall be in writing and shall be given by delivering the same personally or by prepaid courier, prepaid registered mail, or facsimile, addressed to the party to be notified at the address of such party set out herein or at such other address of which such party has given notice to the other party hereto. Any such notice shall be conclusively deemed to have been given and received on the day of actual receipt by the addressee or, if given by prepaid registered or certified mail, on the fifth day following the mailing date (absent a general disruption in postal service).
17. **SUCCESSORS AND ASSIGNS:** This Promissory Note shall be binding upon the Debtor and its successors and assigns and other legal representatives and shall enure to the benefit of the Holder and his heirs, executors, administrators, successors and assigns. Any references herein to the Holder or the Debtor shall include their respective successors and assigns as if specifically named. This Promissory Note may only be assigned by the Holder with the consent of the Debtor, and, if so assigned, the Holder shall provide the Debtor with written notice of such assignment.
18. **WAIVER BY THE DEBTOR:** The Debtor expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonour, notice of intent to accelerate the maturity hereof and notice of the acceleration of the maturity hereof.
19. **DELIVERY BY ELECTRONIC TRANSMISSION:** An executed copy of this Promissory Note may be delivered by electronic transmission.

[Signature Page follows]

[SIGNATURE PAGE TO SECURED PROMISORRY NOTE DATED MARCH 17, 2023]

ALL AMERICAN TITLE COMPANY LLC

Per: _____

STARREX INTERNATIONAL LTD.

Per: _____

**SCHEDULE A
HOLDER CONVERSION NOTICE**

TO: ALL AMERICAN TITLE COMPANY LLC (the "Debtor")
AND TO: STARREX INTERNATIONAL LTD. ("Parent").

Pursuant to the Secured Convertible Promissory Note (the "Note") of the Debtor issued to the undersigned on March 17, 2023, the undersigned hereby elects to convert \$_____ of the principal amount outstanding and/or \$_____ with respect to interest owing under the Note, for an aggregate amount of \$_____ into common shares of the Parent, all in accordance with the terms of the Note on _____[DATE].

The certificates and/or _____ representing the Shares to be issued shall be registered as follows:

Name	Address for Delivery	# of Shares

DATED this _____ day of _____[DATE].

SIGNED by the Holder

(print name and address as it is to appear on share certificate)

**SCHEDULE B
DEBTOR CONVERSION NOTICE**

TO: _____ (the "**Holder**")

Pursuant to the Secured Convertible Promissory Note (the "**Note**") of the Debtor issued to the undersigned on March 17, 2023, the undersigned hereby notifies you that \$_____ of the principal amount outstanding under the Note shall be converted into Common Shares of the Starrex International Ltd. in accordance with the terms of the Promissory Note on _____ [DATE].

The certificates and/or _____ representing the Shares to be issued shall be registered as follows:

Name	Address for Delivery	# of Shares

The amount of accrued and unpaid interest on the Principal Amount which is the subject of the Debtor Conversion Right is \$_____ and is calculated as follows: [PROVIDE DETAILS OF INTEREST CALCULATION]

DATED this _____ day of _____ [DATE].

ALL AMERICAN TITLE COMPANY LLC

By: _____
Name:
Title:

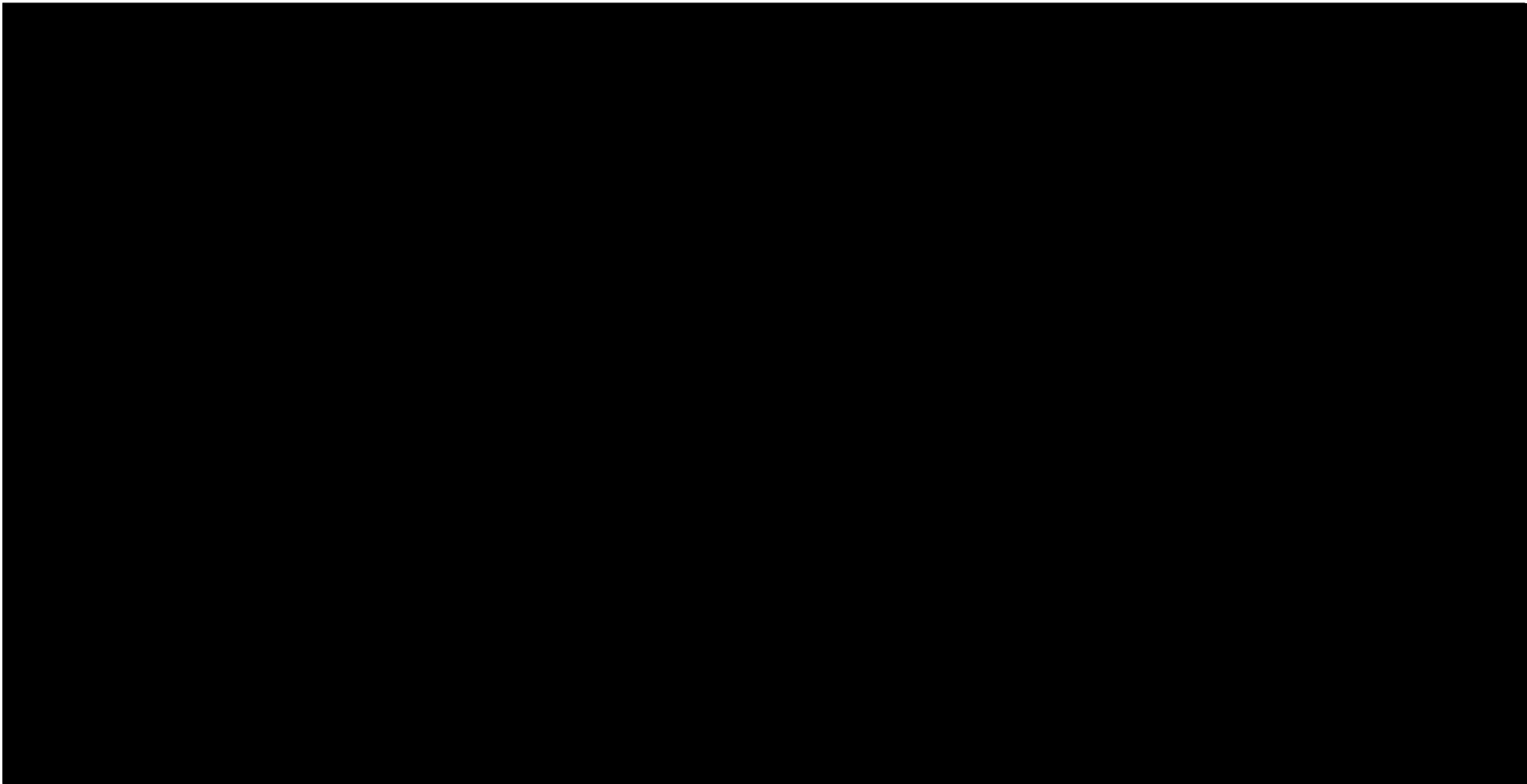
Execution Copy

SCHEDULE 1.01(c)

Agency Run Rate Calculation

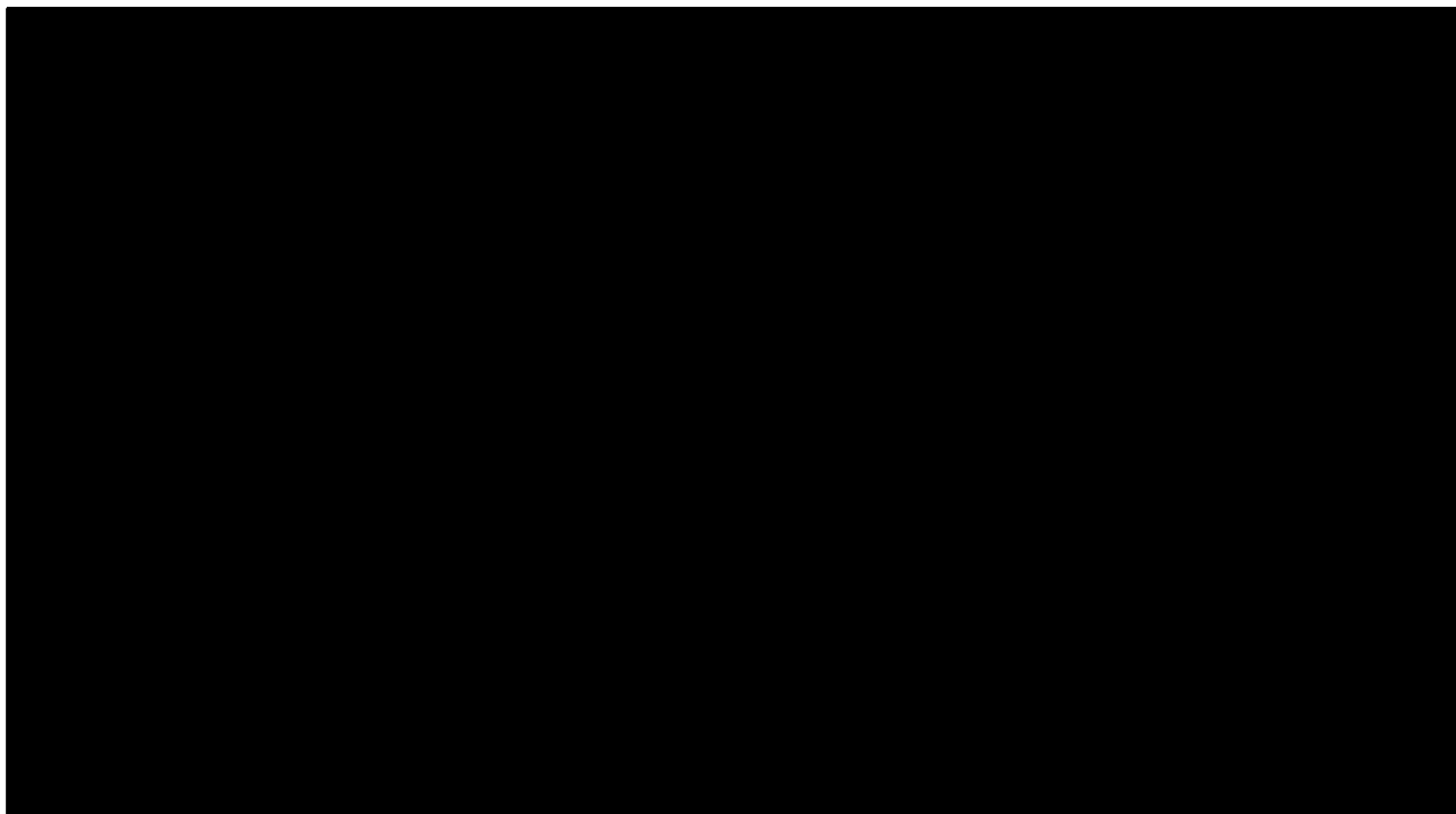
(attached)

Sensitive business information



Sensitive business information

SCHEDULE 1.01(c.1)



Execution Copy

SCHEDULE 1.01(e)(iii)

Form of Pledge Agreement

[LLC INTEREST] PLEDGE AGREEMENT

THIS AGREEMENT dated effective as of March 17, 2023

AMONG:

●, (the "Seller")

- and -

ALL AMERICAN TITLE LLC, a Nevada limited liability company (the "Pledgor")

WHEREAS:

- A. The Seller has sold ● [membership interests/shares of common stock] (the "Interests") of ● (the "Company") to the Pledgor, on the terms and conditions set out in the LLC purchase and sale agreement dated March 17, 2023 (the "PSA"), among the Seller and the Pledgor;
- B. The Pledgor is now the legal and/or beneficial owner of all of the Interests;
- C. As consideration for the Interests, the Pledgor issued a promissory note in the amount of USD● and a convertible promissory note in the amount of USD● to the Seller (collectively, the "Promissory Notes"); and
- D. As continuing collateral security for the obligations of the Pledgor to the Seller in respect of the Promissory Notes, the Pledgor has agreed to pledge the Interests until the Promissory Notes, as applicable, and all interest payable under the Promissory Notes, are paid in full to the Seller.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions have the meanings set forth below:

- (a) "Agreement" means this agreement, including the recitals and any Schedules, as amended, supplemented, restated or replaced from time to time;
- (b) "Convertible Note Pledged Securities" means ● Interests that are owned by the Pledgor as at the date of this Agreement and pledged as security for the Convertible Note (as such term is defined in the PSA);
- (c) "Initial Pledged Securities" means ● Interests that are owned by the Pledgor as at the date of this Agreement and pledged as security for the Initial Note (as such term is defined in the PSA);
- (d) "Obligations" has the meaning assigned in section 2.1;
- (e) "Person" means a natural person, sole proprietorship, corporation, limited liability company, trust, joint venture, association, company, partnership, institution, public benefit corporation, investment or other fund, governmental entity or other entity, and pronouns have a similarly extended meaning;
- (f) "Pledged Securities" means, collectively, the Initial Pledged Securities and the Convertible Note Pledged Securities; and
- (g) "Transaction Agreements" means collectively: (a) LLC Purchase and Sale Agreement dated March 17, 2023, among the Debtor, Starrex International Ltd. (the "Parent") and the owner of 50% of the interests in Ameripine, L.L.C.; (b) LLC Purchase and Sale Agreement dated March 17, 2023, among the Debtor, Parent and the owner of 50% of the interests in AAT Holdings, LLC; (c) LLC Purchase and Sale Agreement dated March 17, 2023, among the Debtor, Parent and the owner of 20% of the interests in

Amcap Title, LLC; (d) Purchase and Sale Agreement dated March 17, 2023, among the Debtor, Parent and the owners of the shares in All American Title Co., Inc.; (e) LLC interest pledge agreements among the Debtor and the various sellers; and (f) guarantee of the indebtedness of the Debtor executed by the Parent.

1.2 Headings

The division of this Agreement into articles, sections, subsections, paragraphs, subparagraphs and clauses and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

Words importing the singular include the plural and vice-versa and words importing gender include all genders, unless the context otherwise requires.

1.4 Other Defined Terms

Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Promissory Notes.

2. GRANT OF COLLATERAL

2.1 Grant of Security

The Pledgor hereby pledges and hypothecates to the Seller and grants to the Seller a security interest in and pledges, hypothecates, assigns, charges, mortgages and delivers to the Seller all right, title and interest of the Pledgor in and to the following:

- (a) the Pledged Securities, together with any replacements thereof and substitutions therefore, and all certificates and instruments evidencing or representing such Pledged Securities;
- (b) all dividends, distributions, interest and other payments and rights declared or made at any time in respect of any of the Pledged Securities including dividends or distributions payable in property, including securities issued by a Person other than the issuer of the Pledged Securities; and
- (c) all proceeds from any of the property described in subsections 2.1(a) to 2.1(b) inclusive;

as general and continuing collateral security as set out herein for the payment, satisfaction or performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing or remaining unpaid by the Pledgor to the Seller wheresoever and howsoever incurred (the "Obligations"), including any obligations of the Pledgor under the Promissory Notes.

2.2 Delivery of Certificates

In accordance with the pledge and assignment of the Pledged Securities hereunder, the Pledgor will deliver, or cause to be delivered, to counsel for the Seller certificates or other evidence representing the Pledged Securities. In addition, if requested by the Seller, the Pledgor shall provide powers of attorney and forms of transfer, duly executed in blank in the form of Schedule "A" hereto. The Pledged Securities and any powers of attorney, as applicable, shall be promptly returned to the Pledgor and any corresponding registration discharged in due course, upon satisfaction of the Obligations.

2.3 Power of Attorney

The Pledgor hereby appoints the Seller as an irrevocable attorney of the Pledgor with full power of substitution from time to time to endorse and/or transfer any of the Pledged Securities and to exercise all rights and powers of the Pledgor in respect of the Pledged Securities as set out in this Agreement, and the Seller and his nominee(s) are hereby empowered to exercise all rights and powers and to perform all acts of ownership in respect of the Pledged Securities to the same extent as the Pledgor might do; provided, however, that such appointment will only be

effective upon the occurrence of an event of default by the Pledgor under the Promissory Notes under this Agreement or in respect of the Obligations so long as such an event of default is subsisting. This appointment is coupled with an interest and will not be revoked by the insolvency, bankruptcy, reorganization, arrangement, composition, dissolution, liquidation, winding-up or similar proceeding involving or affecting the Pledgor or for any other reason.

2.4 Security Purposes of Pledge

It is expressly agreed by the parties that the pledge and hypothecation of the Pledged Securities provided herein are intended solely for security purposes and that upon the payment of: (a) firstly, the Initial Note in full, the Seller will, at the request and cost of the Pledgor, re-deliver the certificates to the Pledgor, if any, representing the Initial Pledged Securities and release and discharge this Agreement with respect to the Initial Pledged Securities; and (b) secondly, the Convertible Notes in full (including any related Obligations), the Seller will, at the request and cost of the Pledgor, re-deliver the Convertible Note Pledged Securities to the Pledgor then held by the Seller and release and discharge this Agreement with respect to the Convertible Note Pledged Securities and any financing statement registered in connection with this Agreement.

2.5 Exercise of Rights

Until the occurrence of any default by the Pledgor under the Promissory Notes or this Agreement, the Pledgor will be entitled to exercise the voting rights attached to the Pledged Securities and, for that purpose, the Seller will execute and deliver to the Pledgor all necessary proxies. Following the occurrence of a default by the Pledgor under the Promissory Notes or this Agreement, whether or not the Pledged Securities will have been registered in the name of the Seller or his/its nominees, the Seller or his/its nominees will have the right to exercise all voting rights with respect to the Pledged Securities and will have all other corporate rights and all conversion, exchange, subscription or other rights, privileges or options pertaining thereto as if it were the absolute owners thereof including, without limitation, the right to exchange any or all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other readjustment of the Company, or upon the exercise by the Pledgor of any right, privilege, or option pertaining to any of the Pledged Securities, and, in connection therewith, to deliver any of the Pledged Securities to any depository, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability except to account for property actually received by it; but neither the Seller nor his/its nominees will have any duty to exercise any of the aforesaid rights, privileges or options and will not be responsible for any failure to do so or delay in so doing.

Following the occurrence of a default by the Pledgor under the Promissory Notes or this Agreement, any cash dividends or distributions in respect of the Pledged Securities that are made payable to and received by the Pledgor at any time will be received in trust for the Seller and paid forthwith to the Seller to be applied in payment or satisfaction of the Obligations in such order as the Seller may deem fit and any excess so received after the payment and satisfaction in full of the Obligations will be paid over to the Pledgor.

3. DEALING WITH THE PLEDGED SECURITIES AFTER DEFAULT

3.1 Remedies on Default

Upon the occurrence of an event of default under the Promissory Notes or this Agreement, the Seller will have, without obligation to resort to other security or to recourse against any guarantor or other party liable, the right, without notice to any guarantor or other party liable (except as required by applicable law), to exercise the rights set out in the Promissory Notes.

3.2 Indemnity and Cumulative Remedies

The rights, powers and remedies of the Seller hereunder will not be deemed exclusive, but will be cumulative with and in addition to all other rights and remedies existing at law or in equity, including, without limitation, all of the rights, powers and remedies available to the Seller under the Promissory Notes and/or available to a secured creditor under any legislation of any other appropriate jurisdiction and any companies legislation applicable to the Pledgor or any similar legislation of any other appropriate jurisdiction. The Pledgor will indemnify and save harmless the Seller from and against any and all liabilities, losses and damages which it may incur in the lawful and proper exercise or performance of any of his/its rights or powers as authorized hereunder.

4. COVENANTS OF THE PLEDGOR

4.1 Covenants of the Pledgor

The Pledgor covenants and agrees with the Seller that:

- (a) the Pledgor will not sell, dispose, assign, charge, mortgage, set over, pledge, hypothecate or otherwise transfer any of the Pledged Securities, other than to the Seller, nor will it perform any act or execute any other instrument which might prevent the Seller from operating under any of the terms and conditions of this Agreement or which would limit the Seller in any such operation;
- (b) the Pledgor will notify the Seller immediately upon becoming aware of any claim or litigation in respect of the Pledgor or the Pledged Securities and will deliver or cause to be delivered to the Seller a copy of any written communication or documentation received by it in respect of the Pledged Securities;
- (c) the Pledgor will not cause or permit to be issued, without the prior written consent of the Seller, any further securities of the Company while any portion of the Obligations remain outstanding;
- (d) the Pledgor will not cause or permit to be made, without the prior written consent of the Seller, any changes to the capital structure or operating agreement of the Company nor to the rights and restrictions attaching to any class of interests or securities of the Company;
- (e) the Pledgor will defend the Seller's right, security interest and special property in and to the Pledged Securities against the claims and demands of all persons whomsoever;
- (f) the Pledgor hereby absolutely postpone any and all of its right to a lien against the Pledged Securities, any proceeds from the sale of the Pledged Securities or any distributions declared on the Pledged Securities to the rights of the Seller with respect to the Pledged Securities under this Agreement;
- (g) the Pledgor will duly observe and perform each and every of its covenants and agreements set forth in this Agreement; and
- (h) the Pledgor will provide the Seller with immediate notice of any default under this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE PLEDGOR

5.1 Representations and Warranties of the Pledgor

The Pledgor represents and warrants to the Seller that:

- (a) this Agreement has been duly and validly, executed and delivered by the Pledgor and is a valid obligation of the Pledgor;
- (b) the Pledgor is the exclusive legal and/or beneficial owner of the Pledged Securities and has good title to and the unfettered legal right to pledge, assign and grant a security interest in the Pledged Securities in accordance with the terms and conditions hereof;
- (c) no person, firm or corporation has any right to acquire any of the Pledged Securities (other than pursuant to this Agreement);
- (d) the Pledgor has not assigned, set over, transferred or granted a security interest in the Pledged Securities (other than pursuant to this Agreement);
- (e) the Pledgor has not performed any act or executed any other instrument which might prevent the Seller from operating under any of the terms and conditions of this Agreement or which would limit the Seller in any such operation;
- (f) the Pledged Securities are capable of being pledged and transferred to the Seller in accordance with the provisions of this Agreement and are capable of further transfer in whole or in part by the Seller or by any agent, receiver or receiver and manager in accordance with the terms hereof and no consent of any third party is required for such transfer or further transfer other than any consent already obtained;
- (g) there are no actual, pending, actions or proceedings which may challenge the validity of this Agreement or which might result in a material adverse change in the Pledgor's financial condition or which might affect any of the Pledged Securities or which might materially adversely affect its ability to perform its

obligations under this Agreement or any document evidencing any of the Pledgor's indebtedness to the Seller;

- (h) the Pledgor will not, by entering into this Agreement, contravene any statute or any agreement by which it is bound;
- (i) the Pledged Securities held by the Pledgor have been pledged hereunder to the Seller as additional collateral security for the Obligations and are duly and validly issued securities, fully paid and non-assessable; and
- (j) neither the Pledgor nor any Person has any claim against the Pledged Securities which may in any way rank in priority to the claim of the Seller under this Agreement.

6. MISCELLANEOUS

6.1 Attachment of Security Interest

The pledges, charges, assignments, mortgages and security interests created by this Agreement, will attach when this Agreement is executed in respect of all of the Pledged Securities in which the Pledgor has rights at that time and will attach to any of the Pledged Securities in which the Pledgor subsequently acquires rights at the time the Pledgor acquires rights thereto.

6.2 Notices Regarding Securities

The Pledgor will promptly deliver to the Seller all written notices received by it with respect to any of the Pledged Securities.

6.3 Survival of Representations and Warranties

All representations, warranties, covenants and agreements made in this Agreement or in any certificate or other document given pursuant hereto are material, will be deemed to have been relied upon by the Seller notwithstanding any investigation heretofore or hereafter made by the Seller or its counsel or any representative of it and will survive the execution and delivery of this Agreement (but shall be subject to variation if given as of the date hereof and such variations are disclosed to, and accepted by, the Seller (acting reasonably)) and all such representations, warranties, covenants and agreements will continue in full force and effect without limitation until repayment in full of the Obligations and the cancellation of the Promissory Notes.

6.4 Further Assurances and Immunities

The Pledgor agrees to do, file, record, make, execute and deliver all such acts, deeds, things, notices and instruments as may be necessary in the opinion of the Seller to vest more fully in and assure to the Seller the security interests in the Pledged Securities created hereby or intended to be so created, and the enforcement and full realization of the rights, remedies and powers of the Seller hereunder relating to the Pledged Securities. The Pledgor hereby irrevocably appoint the Seller as his or her attorney-in-fact to perform, in the name of the Pledgor as applicable, or otherwise, any and all acts, including, without limitation, the signing and filing of financing statements and amendments thereto, which the Seller may deem necessary or appropriate to effect and continue perfection of the security interests created hereby or intended so to be or otherwise to preserve and protect the Pledged Securities and the security interests of the Seller hereunder, but nothing herein or otherwise will require the Seller to take any such action. The duty of the Seller with respect to the Pledged Securities will be confined to one of reasonable care in the custody thereof so long as the Pledged Securities are in the custody of the Seller or his/its authorized nominee. Without limitation, and except as specifically provided for in this Agreement or as required by applicable law, the Seller will have no duty to send any notices, perform any services, vote, pay, exercise any options or rights or make any elections with respect to, or pay any taxes or charges associated with, or otherwise take any other action of any kind with respect to, the Pledged Securities. In addition, the Seller will not have any obligation to take any steps, and the Pledgor will in each case duly take all steps, necessary to perfect and otherwise preserve against all other parties (including without limitation other shareholders) the rights of the Pledgor and those of the Seller in the Pledged Securities and each and every one thereof.

6.5 Expenses

The Seller will pay his/its own costs of filing of any financing, continuation or termination statements with respect to the Pledged Securities deemed by the Seller to be necessary or advisable in order to perfect or protect the liens and security interests hereby created or intended so to be and to release the same upon full discharge of all of the Obligations.

6.6 No Merger

The Pledged Securities pledged hereunder will not operate by way of merger of the Obligations or any indebtedness or liability of any other person or persons to the Seller and no judgment recovered by the Seller will operate by way of merger of or in any way affect the security of such Pledged Securities provided for hereunder.

6.7 Extensions

The Seller may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Pledgor and other parties, sureties, guarantors or securities as the Seller may see fit without prejudice to the liability of the Pledgor or the rights of the Seller in respect of the Pledged Securities.

6.8 No Waiver

No waiver by a party of any breach of this Agreement by any other party hereto will take effect or be binding upon the party granting such waiver unless in writing and signed by such party or will limit or affect the rights of such party with respect to any other breach. No failure on the part of the Seller to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any rights hereunder preclude the other or further exercise thereof or the exercise of any other right. The rights and remedies provided for herein are cumulative and are not exclusive of any remedies provided by law, in equity or in any other agreement between the parties hereto.

6.9 No Responsibility for Loss

The Seller is hereby released from all responsibility for any depreciation in or loss of value of the Pledged Securities except in cases where the Seller have expressly breached its obligations under this Agreement, the Transaction Agreements, or at law.

6.10 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other laws.

6.11 Notices

Any notice under this Agreement will be given in writing and may be sent by fax or may be delivered to the party to which notice is to be given at the address in the Promissory Notes, or at another address designated by that party in writing. If notice is sent by fax or is delivered during normal business hours, it will be deemed to have been given at the time of transmission or delivery. If notice is sent by fax or delivered outside of normal business hours, it will be deemed to have been received on the next business day.

6.12 Entire Agreement

This Agreement, the Promissory Notes and the Transaction Agreements executed contemporaneously herewith constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior negotiations, undertakings, representations and understandings between such parties.

6.13 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions will not be affected thereby and any such invalidity, illegality or unenforceability in any jurisdiction will not affect the validity, legality or enforceability of such provision in any other jurisdiction.

6.14 Time of the Essence

Time is of the essence in this Agreement.

6.15 Amendment

No amendment of this Agreement will be binding unless in writing and signed by all the parties that are, at the time of the amendment, parties hereto.

6.16 Assignment

The Seller may at any time and from time to time, with the consent of, the Pledgor, assign the whole or any part of its rights under this Agreement to any Person provided that such Person agrees to be bound by the terms of this Agreement. No other party to this Agreement may assign the whole or any part of its rights under this Agreement without the prior written consent of the Seller, not to be unreasonably withheld.

6.17 Successors and Assigns

This Agreement will be binding upon and enure to the benefit of all the parties hereto and their respective successors and permitted assigns.

6.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together will constitute one and the same instrument.

6.19 Delivery by Electronic Transmission

An executed copy of this Agreement may be delivered by any party hereto by electronic transmission. In such event, such party will forthwith deliver to the other parties hereto the copy of this Agreement executed by such party.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first-above written.

ALL AMERICAN TITLE COMPANY LLC

Per: _____
[Authorized Signatory]

●

Per: _____
[Authorized Signatory]

Witness

●

Witness

●

Witness

●

**SCHEDULE "A" TO THE LLC INTEREST PLEDGE AGREEMENT
DATED AS OF MARCH 17, 2023**

POWER OF ATTORNEY

FOR VALUE RECEIVED, subject to the terms of an LLC Interest Pledge Agreement between ● and ● dated March 17, 2023, the undersigned hereby sells, assigns and transfers unto ●, its membership interest in ● [Insert Company Name],

and the undersigned does hereby appoint _____ as its true and lawful attorney to transfer the said shares on the books of ● [Insert Company Name] with full power of substitution in the premises.

DATED this ____ day of _____, 20__.

ALL AMERICAN TITLE COMPANY LLC

By: Starrex Insurance Holdings, Inc.
Its: Manager

Execution Copy

SCHEDULE 1.01(e)(iv)

Form of Starrex Guarantee

GUARANTEE

Guarantee dated as of March 17, 2023, made by the Guarantor to and in favour of the Holders.

RECITALS:

- (a) The Debtor has incurred indebtedness to the Holders under and pursuant to the Notes;
- (b) It is a condition precedent to the closing of the transaction pursuant to the Notes that the Guarantor execute and deliver this Guarantee in favour of the Debtor as security for the payment and performance of the Debtor's obligations under the Notes; and
- (c) The Guarantor is a direct parent of the Debtor and due to the close business and financial relationships between the Guarantor and the Debtor, the Guarantor will derive substantial direct and indirect benefits from the Notes and therefore the Guarantor considers it in its best interest to provide this Guarantee.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Guarantor agrees as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Guarantee the following terms have the following meanings:

“Credit Documents” means the Notes, this Guarantee and each other document or agreement delivered in connection therewith.

“Debtor” means All American Title Company LLC a limited liability company formed and existing under the laws of Nevada, and its successors and permitted assigns. The Debtor is a wholly-owned subsidiary of the Guarantor.

“Event of Default” has the meaning ascribed thereto in the Notes dated as of even date herewith and granted by the Debtor in favour of the Holders.

“Governmental Entity” means (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, municipal, local, or other; (ii) any subdivision or authority of any of the above; (iii) any stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“Guarantee” means this guarantee.

“Guarantor” means Starrex International Ltd., a corporation incorporated and existing under the laws of Canada, and its successors and permitted assigns.

“Holders” and each a “Holder” means a holder of one or more of the Notes.

“Lien” means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), conditional sale agreement, capital lease or other title retention agreement or arrangement, defect of title, adverse claim, set off arrangement, restrictive

covenant or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

“Notes” means collectively: (a) the non-interest bearing promissory notes in the aggregate amount of USD4,500,000 dated as of the date hereof and due March 17, 2024, among the Debtor, the Guarantor and the Holders, and (b) the 6% secured convertible promissory notes in the aggregate amount of USD2,700,000 dated as of the date hereof and due March 17, 2026, among the Debtor, the Guarantor and the Holders (the “Convertible Notes”), as the same may be amended, modified, extended, renewed, replaced, restated or supplemented from time to time.

“Obligations” means (i) all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Holders, in any currency, under or in connection with or pursuant to the Notes and any other Credit Document to which the Debtor is a party and whether incurred by the Debtor alone or jointly with another or others and whether as principal, guarantor or surety and in whatever name or style, and (ii) the due performance and compliance by the Debtor with all of the terms and conditions of the Notes and the other Credit Documents, as such debts, liabilities and obligations may be varied from time to time as contemplated by Section 3.7.

“Other Taxes” means present and future stamp and documentary taxes and any other excise and property taxes, charges, financial institutions duties, debits taxes and similar levies which arise from any payment made by the Guarantor under this Guarantee or from the execution, delivery or registration of, or otherwise with respect to, this Guarantee, including any interest, additions to tax or penalties applicable thereto.

“Person” means a natural person, sole proprietorship, corporation, limited liability company, trust, joint venture, association, company, partnership, institution, public benefit corporation, investment or other fund, Governmental Entity or other entity, and pronouns have a similarly extended meaning.

“Taxes” means all taxes, levies, imposts, deductions, charges or withholdings and all related liabilities imposed by any country (or any political subdivision or taxing authority of it), including any interest, additions to tax or penalties applicable thereto.

Section 1.2 Interpretation.

- (1) Capitalized terms used in this Guarantee but not defined have the meanings given to them in the Notes.
- (2) In this Guarantee the words “**including**”, “**includes**” and “**include**” mean “**including (or includes or include) without limitation**”. The phrase “**the aggregate of**”, “**the total of**”, “**the sum of**”, or a phrase of similar meaning means “**the aggregate (or total or sum), without duplication, of**”. The expression “**Article**”, “**Section**” or other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Guarantee.
- (3) Any reference in this Guarantee to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (4) The division of this Guarantee into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and are not to affect its interpretation.
- (5) Any reference to this Guarantee or any Credit Document refers to this Guarantee or such Credit Document as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules to it. Except as otherwise provided in this Guarantee, any reference in this Guarantee to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

- (6) All references in this Guarantee to dollars, unless otherwise specifically indicated, are expressed in United States currency.

ARTICLE 2 GUARANTEE

Section 2.1 Guarantee.

The Guarantor irrevocably and unconditionally guarantees to the Holders the due and punctual payment, and the due performance, whether at stated maturity, by acceleration or otherwise, of the Obligations. The Guarantor agrees that the Obligations will be paid to the Holders strictly in accordance with their terms and conditions.

Section 2.2 Indemnity.

If any or all of the Obligations are not duly performed by the Debtor and are not performed by the Guarantor under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Holders from and against all losses resulting from the failure of the Debtor to duly perform such Obligations.

Section 2.3 Primary Obligation

If any or all of the Obligations are not duly performed by the Debtor and are not performed by the Guarantor under Section 2.1 or the Holders are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be performed by the Guarantor as primary obligor.

Section 2.4 Absolute Liability.

The Guarantor agrees that the liability of the Guarantor under Section 2.1 and Section 2.3 and, for greater certainty, under Section 2.2, is absolute and unconditional irrespective of:

- (a) the lack of validity or enforceability of any terms of any of the Credit Documents;
- (b) any contest by the Debtor or any other Person as to the amount of the Obligations, the validity or enforceability of any terms of the Credit Documents or the perfection or priority of any security granted to the Holders;
- (c) except in respect of the adjustment or cancellation of the Convertible Notes as provided in the terms of the Convertible Notes, any defence, counter claim or right of set-off available to the Debtor;
- (d) any release, compounding or other variance of the liability of the Debtor or any other Person liable in any manner under or in respect of the Obligations or the extinguishment of all or any part of the Obligations by operation of law;
- (e) any change in the time or times for, or place or manner or terms of payment or performance of the Obligations or any consent, waiver, renewal, alteration, extension, compromise, arrangement, concession, release, discharge or other indulgences which the Holders may grant to the Debtor or any other Person;
- (f) any amendment or supplement to, or alteration or renewal of, or restatement, replacement, refinancing or modification or variation of (including any increase in the amounts available thereunder or the inclusion of an additional borrower thereunder), or other action or inaction under, the Notes, the other Credit Documents or any other related document or instrument, or the Obligations;

- (g) any discontinuance, termination, reduction, renewal, increase, abstention from renewing or other variation of any credit or credit facilities to, or the terms or conditions of any transaction with, the Debtor or any other Person;
- (h) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of the Debtor, the Guarantor or any other Person or any reorganization (whether by way of reconstruction, consolidation, amalgamation, merger, transfer, sale, lease or otherwise) of the Debtor, the Guarantor or any other Person or their respective businesses;
- (i) any limitation of status or power, disability, incapacity or other circumstance relating to the Debtor, the Guarantor, any other Person or any other Person, including any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, winding-up or other like proceeding involving or affecting the Debtor, the Guarantor, any other Person or any other Person or any action taken with respect to this Guarantee by any trustee or receiver, or by any court, in any such proceeding, whether or not the Guarantor shall have notice or knowledge of any of the foregoing;
- (j) the assignment of all or any part of the benefits of this Guarantee; and
- (k) any impossibility, impracticability, frustration of purpose, force majeure or illegality of any Credit Document, or the occurrence of any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of (i) any governmental entity that amends, varies, reduces or otherwise affects, or purports to amend, vary, reduce or otherwise affect, any of the Obligations or the obligations of the Guarantor under this Guarantee, or (ii) any court order that amends, varies, reduces or otherwise affects any of the Obligations.

Section 2.5 No Impairment of Future Indebtedness by Guarantor

To the extent that the ability of the Holders to be repaid pursuant to the terms of the Notes is not materially impaired, as determined by the Guarantor acting reasonably, the Holders hereby covenant and agree that the assets of the Guarantor may be encumbered without the consent of the Holders, whether by way of liens, claims, security interests, pledges, charges, options, rights of first refusal, pre-emptive rights, mortgages, hypothecations, prior assignments, use restrictions, or other encumbrances of any nature whatsoever prior to the transactions of the Debtor and the Guarantor being fully performed.

ARTICLE 3 ENFORCEMENT

Section 3.1 Remedies.

The Holders are not bound to exhaust its recourse against the Debtor or any other Person or realize on any security it may hold in respect of the Obligations before being entitled to (i) enforce payment and performance under this Guarantee or (ii) pursue any other remedy against the Guarantor, and the Guarantor renounces all benefits of discussion and division.

Section 3.2 Amount of Obligations.

Any account settled or stated by or between the Holders and the Debtor, or if any such account has not been settled or stated immediately before demand for payment under this Guarantee, any account stated by the Holders shall, in the absence of manifest mathematical error, be accepted by the Guarantor as conclusive evidence of the amount of the Obligations which is due by the Debtor to the Holders or remains unpaid by the Debtor to the Holders.

Section 3.3 Payment on Demand.

The Guarantor will pay and perform the Obligations and pay all other amounts payable by it to the Holders under this Guarantee, and the obligation to do so arises, immediately after demand for such payment or performance is made in writing to it. The liability of the Guarantor bears interest from the date of such demand at the rate or rates of interest then applicable to the Obligations under and calculated in the manner provided in the Credit Documents.

Section 3.4 Costs and Expenses.

The Guarantor is liable for and will pay on demand by the Holders any and all expenses, costs and charges incurred by or on behalf of the Holders in connection with this Guarantee, including all legal fees, courts costs, receivers or agent's remuneration and other expenses in connection with enforcing any of their rights under this Guarantee.

Section 3.5 Postponement.

- (1) All obligations, liabilities and indebtedness of the Debtor to the Guarantor of any nature whatsoever and all security therefor (the "Intercorporate Indebtedness") are subordinate and postponed to the Obligations.
- (2) The Guarantor will execute all subordinations, postponements, and other agreements as the Holders may reasonably request to more effectively subordinate and postpone the Intercorporate Indebtedness to the payment and performance of the Obligations.
- (3) The provisions of this Section 3.5 survive the termination of this Guarantee and remain in full force and effect until (i) the Obligations and all other amounts owing under the Credit Documents are repaid in full; and (ii) the Holders have no further obligations under any of the Credit Documents.

Section 3.6 Suspension of Guarantor Rights.

So long as there are any Obligations, the Guarantor will not exercise any rights which it may at any time have by reason of the performance of any of its obligations under this Guarantee (i) to be indemnified by the Debtor, (ii) to claim contribution from any other guarantor of the debts, liabilities or obligations of the Debtor, or (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Holders under any of the Credit Documents. The Guarantor hereby agrees in favour of the Debtor and the Holders, that any such rights of indemnification, contribution, or subrogation terminate in the event of a sale, foreclosure or other disposition of any of the equity securities of the Debtor or the Guarantor in connection with an exercise of rights and remedies by the Holders. The Guarantor further agrees that the Debtor and other guarantors of the debts, liabilities and obligations of the Debtor are intended third party beneficiaries of the Guarantor's agreement contained in this Section 3.6.

Section 3.7 No Prejudice to Holders.

The Holders are not prejudiced in any way in the right to enforce any provision of this Guarantee by any act or failure to act on the part of the Debtor or the Holders. The Holders may, at any time and from time to time, in such manner they determines is expedient, without any consent of, or notice to, the Guarantor and without impairing or releasing the obligations of the Guarantor (i) change the manner, place, time or terms of payment or performance of the Obligations, (ii) renew or alter the Obligations, (iii) amend, vary, modify, supplement or replace any Credit Document or any other related document or instrument, (iv) discontinue, reduce, renew, increase, abstain from renewing or otherwise vary any credit or credit facilities to, any transaction with, the Debtor or any other Person, (v) release, compound or vary the liability of the Debtor or any other Person liable in any manner under or in respect of the Obligations, (vi) take or abstain from taking securities or collateral from any other Person, or from perfecting securities or collateral of any other Person, (vii) exercise or enforce or refrain from exercising or enforcing any right or security against the Debtor, the Guarantor or any other Person, (viii) accept compromises or arrangement from any Person, (ix) apply any sums from time to time received to the Obligations, or any part thereof, and change any such application in whole or in part from time to time, (x) otherwise deal with, or waiver or modify their right to deal with, any Person and

security. In their dealings with the Debtor, the Holders need not enquire into the authority or power of any Person purporting to act for or on behalf of the Debtor.

Section 3.8 No Subrogation.

The Guarantor irrevocably waives any claim, remedy or other right which it may now have or hereafter acquire against the Debtor that arises from the existence, payment, performance or enforcement of the Guarantor's obligations under this Guarantee, including any right of subrogation, reimbursement, exoneration, indemnification or any right to participate in any claim or remedy of the Holders against the Debtor or any collateral which the Holders now have or hereafter acquire, whether or not such claim, remedy or other right is reduced to judgment or is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and whether or not such claim, remedy or other right arises in equity or under contract, statute or common law. The Guarantor further agrees that the Debtor is an intended third party beneficiary of the Guarantor's waiver contained in this Section 3.8. If any amount is paid to the Guarantor in violation of this Section and, at such time, the Holders' claims against the Debtor in respect of the Obligations have not been paid in full, any amount paid to the Guarantor is deemed to have been paid to the Guarantor for the benefit of, and held in trust for the Holders and will immediately be paid to the Holders to be credited and applied to such Obligations. The Guarantor acknowledges that it will receive direct and indirect benefits from the transactions contemplated by this Guarantee and that the waiver in this Section 3.8 is knowingly made in contemplation of such benefits.

Section 3.9 No Set-off.

To the fullest extent permitted by law, except as provided for herein, the Guarantor makes all payments under this Guarantee without regard to any defence, counter-claim or right of set-off available to it.

Section 3.10 Successors of the Debtor.

This Guarantee will not be revoked by any change in the constitution of the Debtor, the Guarantor or the Holders. This Guarantee extends to any person, firm or corporation acquiring, or from time to time carrying on, the business of the Debtor.

Section 3.11 Continuing Guarantee and Continuing Obligations.

The obligation of the Guarantor under Section 2.1 is a continuing guarantee, and the obligations of the Guarantor under Section 2.2 and Section 2.3 are continuing obligations. Each of Section 2.1, Section 2.2 and Section 2.3 extends to all present and future Obligations, applies to and secures the ultimate balance of the Obligations due or remaining due to the Holders and is binding as a continuing obligation of the Guarantor until the Holders release the Guarantor. This Guarantee will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Holders upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though the payment had not been made.

Section 3.12 Supplemental Security.

This Guarantee is in addition and without prejudice to and supplemental to all other guarantees, indemnities, obligations and security now held or which may hereafter be held by the Holders.

Section 3.13 Right of Set-off.

Upon the occurrence and during the continuance of any Event of Default, the Holders are authorized by the Guarantor at any time and from time to time and may, to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Holders to or for the credit or the account of the Guarantor against any and all of the obligations of the Guarantor now or hereafter existing irrespective of whether or not (i) the Holders have made any demand under this Guarantee, or (ii) any of the obligations comprising the Obligations are contingent or unmatured. The rights of the Holders under this Section 3.13 are in addition and without prejudice to and supplemental to other rights and remedies which the Holders may have.

Section 3.14 Taxes.

- (1) All payments to the Holders by the Guarantor under this Guarantee will be made free and clear of and without deduction or withholding for any and all Taxes, unless such Taxes are required by applicable law to be deducted or withheld. If the Guarantor is required by applicable law to deduct or withhold any such Taxes from or in respect of any amount payable under this Guarantee (i) the amount payable shall be increased (and for greater certainty, in the case of interest, the amount of interest shall be increased) as may be necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to any additional amounts paid under this Section 3.14), the Holders receive an amount equal to the amount it would have received if no such deduction or withholding had been made, (ii) the Guarantor will make such deductions or withholdings, and (iii) the Guarantor will immediately pay the full amount deducted or withheld to the relevant Governmental Entity in accordance with applicable law.
- (2) The Guarantor agrees to immediately pay any Other Taxes.
- (3) The Guarantor will indemnify the Holders for the full amount of Taxes and Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable by the Guarantor under this Section 3.14) paid by the Holders and any liability (including penalties, interest and expenses) arising from or with respect to such Taxes and Other Taxes, whether or not they were correctly or legally asserted. Payment under this indemnification will be made within 30 days from the date the Holders make written demand for it. A certificate as to the amount of such Taxes and Other Taxes submitted to the Guarantor by the Holders is conclusive evidence, absent manifest error, of the amount due from the Guarantor to the Holders.
- (4) The Guarantor will furnish to the Holders the original or a certified copy of a receipt evidencing payment of any Taxes or Other Taxes made by the Guarantor within 30 days after the date of any payment of such Taxes or Other Taxes.
- (5) The provisions of this Section 3.14 survive the termination of this Guarantee.

**ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 4.1 Representations and Warranties.

The Guarantor represents and warrants, acknowledging and confirming that that the Holders are relying on such representations and warranties in connection with the acceptance of this Guarantee, that:

- (a) **Incorporation and Qualification.** The Guarantor is a corporation incorporated and existing under the laws of Canada.
- (b) **Corporate Power.** The Guarantor has the corporate power to (i) own, lease and operate its properties and assets and carry on its business as now being conducted by it, and (ii) enter into and perform its obligations under the Credit Documents to which it is a party.
- (c) **Conflict With Other Instruments.** The execution and delivery by the Guarantor and the performance by it under, and compliance with the terms, conditions and provisions of, the Credit Documents to which it is a party:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws;

- (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other Person to exercise any rights under, any of the terms or provisions of any contracts, leases or instruments to which it is a party or pursuant to which any of its assets or property may be affected; and
 - (iii) do not and will not result in the violation of any law, regulation or rule or any judgment, injunction, order, writ, decision, ruling or award which is binding on it.
- (d) **Authorized and Issued Capital.** The authorized capital of the Guarantor consists of an unlimited number of common shares and an unlimited number of Class A Special Shares of which as of the date hereof, 15,752,575 common shares have been duly issued and are outstanding as fully paid and non-assessable.
- (e) **Execution and Binding Obligation.** This Guarantee and the other Credit Documents to which it is a party have been duly executed and delivered by the Guarantor and constitute legal, valid and binding agreements of it enforceable against it in accordance with their respective terms, subject only to any limitation under applicable laws relating to (i) bankruptcy, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies.

ARTICLE 5 GENERAL

Section 5.1 Notices, etc.

Any notice, direction or other communication given regarding the matters contemplated by this Guarantee must be in writing and given in accordance with the Notes.

Section 5.2 No Merger, Survival of Representations and Warranties.

The representations, warranties and covenants of the Guarantor in this Guarantee survive the execution and delivery of this Guarantee and each advance under the Notes. Notwithstanding any investigation made by or on behalf of the Debtor, the representations, warranties and covenants in this Guarantee continue in full force and effect.

Section 5.3 Further Assurances.

- (1) The Guarantor will do all acts and things and execute and deliver, or cause to be executed and delivered, all documents and instruments that the Holders may request to give full effect to this Guarantee and to perfect and preserve the rights and powers of the Holders under this Guarantee, including any acknowledgements and confirmations of this Guarantee.
- (2) The Guarantor acknowledges and confirms that the Guarantor itself has established its own adequate means of obtaining from the Debtor on a continuing basis all information desired by the Guarantor concerning the financial condition of the Debtor and that the Guarantor will look to the Debtor and not to the Holders, in order for the Guarantor to keep adequately informed of changes in the Debtor's financial condition.

Section 5.4 Successors and Assigns.

This Guarantee is binding upon the Guarantor, its successors and assigns, and enures to the benefit of the Holders and their successors and assigns. This Guarantee may only be assigned by the Holders with the consent of, or notice to, the Guarantor, to such Person as the Holders may determine and, in such event, such Person will be entitled to all of the rights and remedies of the Holders as set forth in this Guarantee or

otherwise. The Guarantor may not assign, transfer or delegate any of its rights or obligations under this Guarantee without the prior written consent of the Holders which may be unreasonably withheld.

Section 5.5 Amendment.

This Guarantee may only be amended, supplemented or otherwise modified by written agreement executed by the Holders and the Guarantor.

Section 5.6 Waivers, etc.

- (1) No consent or waiver by the Holders in respect of this Guarantee is binding unless made in writing and signed by an authorized officer of the Holders. Any consent or waiver given under this Guarantee is effective only in the specific instance and for the specific purpose for which given. No waiver of any of the provisions of this Guarantee constitutes a waiver of any other provision.
- (2) A failure or delay on the part of the Holders in exercising a right under this Guarantee does not operate as a waiver of, or impair, any right of the Holders however arising. A single or partial exercise of a right on the part of the Holders does not preclude any other or further exercise of that right or the exercise of any other right by the Holders.

Section 5.7 Severability.

If any court of competent jurisdiction from which no appeal exists or is taken, determines that any provision of this Guarantee is illegal, invalid or unenforceable, that provision will be severed from this Guarantee and the remaining provisions will remain in full force and effect

Section 5.8 Delivery by Electronic Transmission

An executed copy of this Agreement may be delivered by electronic transmission.

Section 5.9 Governing Law.

This Guarantee shall be construed in accordance with and governed by the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other laws.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee.

STARREX INTERNATIONAL LTD.

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

Execution Copy

SCHEDULE 5.02(a)

Form of Seller's Certificate

SCHEDULE 5.02(B)/5.03(B)

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

TO: [SELLER/BUYER]

RE: LLC PURCHASE AND SALE AGREEMENT DATED MARCH 17, 2023

This certificate is delivered pursuant to [Section 5.02(b)/5.03(b)] of the purchase agreement dated March 17, 2023, among All American Title Company LLC, as Buyer and ●, as Seller, and Starrex International Ltd. (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the 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 material representations, warranties and covenants contained in the Purchase Agreement, are accurate, as if such representations, warranties and covenants were given as of the date hereof;
- (ii) the conditions of [Seller/Buyer] set forth in [section5.03/section 5.02] have been fulfilled in all material respects as of the date hereof; and
- (iii) there are currently ● membership interests issued and outstanding in the [insert applicable company].

DATED: March 17, 2023

Name: _____ ●
 Title: _____ ●

[NAME]

[NAME]

Execution Copy

SCHEDULE 5.02(k)

Form of Employment Agreement

REDACTED

Execution Copy

SCHEDULE 5.03(a)

Form of Buyer's and Starrex Certificate

SCHEDULE 5.02(B)/5.03(B)

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

TO: [SELLER/BUYER]

RE: LLC PURCHASE AND SALE AGREEMENT DATED MARCH 17, 2023

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- (i) all material representations, warranties and covenants contained in the Purchase Agreement, are accurate, as if such representations, warranties and covenants were given as of the date hereof;
- (ii) the conditions of [Seller/Buyer] set forth in [section5.03/section 5.02] have been fulfilled in all material respects as of the date hereof; and
- (iii) there are currently ● membership interests issued and outstanding in the [insert applicable company].

DATED: March 17, 2023

Name: ●
 Title: ●

[NAME]

[NAME]