

ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated April 4, 2012, with effect as of March 31, 2012, is entered into

AMONG: **SOLUTIONS ÉLECTRONIQUES SARATOGA INC.**,
a corporation continued under the laws of Canada and
having its registered office at 2975 Hochelaga, Montreal,
Québec H1W 1G1

(hereinafter called the “**Shareholder**”),

AND: **CORPORATION SARATOGA ATM INC.**, a
corporation incorporated under the laws of the Province of
Québec and having its registered office at 2975 Hochelaga,
Montreal, Québec H1W 1G1

(hereinafter called the “**Seller**”),

AND: **ACCESS CASH GENERAL PARTNERSHIP**, a general
partnership formed under the laws of the Province of
Québec and having its registered office at 6646 Abrams,
Saint Laurent, Québec H4J 1Y1

(hereinafter called the “**Purchaser**”)

WHEREAS the Seller operates a portfolio of automated teller machines in Canada;

WHEREAS the Shareholder is the sole voting shareholder of the Seller; and

WHEREAS the Purchaser desires to acquire, and the Seller desires to sell to the Purchaser at Closing, substantially all of the assets related to this portfolio, more fully described below as the Purchased Assets, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual agreements herein contained, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 **Schedules:**

The following exhibits and schedules are attached hereto and form an integral part of this Agreement:

Exhibit A	-	Vault Cash Removal and Return Process
Schedule 1.2(ii)	-	Liens to be Discharged
Schedule 1.2(wv)	-	Prepaid Amounts
Schedule 2.1(a)	-	Assigned Contracts
Schedule 2.1(e)		Equipment and Other Assets
Schedule 2.2(l)		Excluded Assets
Schedule 3.4	-	Allocation of Purchase Price
Schedule 5.1(k)	-	Contracts
Schedule 5.1(q)	-	Standard Form ATM Management Contract
Schedule 5.1(z)		Non-Arm's Length Transactions

1.2 **Defined Terms:**

In this Agreement, the following terms and expressions will have the following meanings:

- (a) “**Act**” means the *Canada Business Corporations Act* as in effect on the date hereof.
- (b) “**Adjustment Amount**” has the meaning given to that term in Section 3.2(b).
- (c) “**Affiliate**” means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.
- (d) “**Agreement**” means this Asset Purchase Agreement, and all schedules and exhibits thereto, as the same may be amended, supplemented or restated, from time to time.
- (e) “**Ancillary Documents**” means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Seller in connection with the transaction contemplated hereby.
- (f) “**Applicable Limitation Date**” has the meaning given to that term in Section 6.1.
- (g) “**Assigned Contracts**” has the meaning given to that term in subsection 2.1(a).
- (h) “**Assumed Liabilities**” has the meaning given to that term in Section 4.1.
- (i) “**ATM**” means an automated teller machine.

- (j) “**ATM Management Contract**” means a Contract to operate an ATM through a Switch, and to provide such ATM-related services as may be specified in that Contract.
- (k) “**Books and Records**” has the meaning given to that term in subsection 2.1(i).
- (l) “**Business**” means the business of owning, leasing and selling ATMs (including the hardware and software necessary to deploy and operate the ATMs) and providing ATM transaction processing, technical support and management for the operation of the ATMs (including setting surcharge rates, determining surcharge and interchange sharing arrangements and providing other forms of surcharge-free access to ATMs).
- (m) “**Business Day**” means any day, other than a Saturday, a Sunday or any day on which banks are generally not open for business in the City of Montreal, Québec.
- (n) “**Card**” means a credit card, debit card or other similar card that permits access to services at an ATM.
- (o) “**Change Over Time**” means 9:00 p.m. (Montreal time) on the date immediately prior to the Effective Date.
- (p) “**Closing**” means the completion of the sale of the Purchased Assets pursuant to this Agreement and of any other transactions contemplated by this Agreement.
- (q) “**Contract**” means any contract, sub-contract, lease, sublease, license, loan agreement, mortgage, note, joint venture agreement, outsourcing agreement and partnership agreement or other contract, commitment, agreement, understanding or instrument of any kind, whether in written or oral form.
- (r) “**Draft Canadian Tax Legislation**” has the meaning given to that term in Section 3.5(c).
- (s) “**Effective Date**” means March 31, 2012.
- (t) “**Employee**” means an individual who has been employed by the Seller in the Business, whether on a full-time or part-time basis.
- (u) “**Employee Plans**” means any retirement, pension, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or other compensation plan or arrangement or other employee benefit which is maintained, or otherwise contributed to or required to be contributed to, by the Seller for the benefit of the Employees except plans to which the Seller is obliged to contribute by operation of Law.
- (v) “**ETA**” means the *Excise Tax Act* (Canada), as amended from time to time.

- (w) “**Excluded Assets**” has the meaning given to that term in Section 2.2.
- (x) “**Fee Transaction**” means an ATM transaction resulting in the payment of an Interchange Fee.
- (y) “**GAAP**” means generally accepted accounting principles as approved from time to time by the Canadian Institute of Chartered Accountants or any successor institute, consistently applied, as the same may be amended, modified, supplemented or replaced from time to time.
- (z) “**GST/HST**” means the goods and services tax and harmonized sales tax imposed under the ETA.
- (aa) “**Indemnified Party**” has the meaning given to that term in Section 9.3.
- (bb) “**Indemnifying Party**” has the meaning given to that term in Section 9.3.
- (cc) “**Intellectual Property**” means any equipment and parts lists and descriptions, instruction manuals, software, computer programs and code of all types, interfaces applications tools, internet web sites, and internet domain names together with all rights under licences, registered user agreements, technology transfer agreements and other Contracts relating to any of the foregoing, whether registered or unregistered, used in connection with the Business.
- (dd) “**Interchange Fee**” means the per transaction fee paid by a Card issuer in respect of an ATM transaction.
- (ee) “**Inventory**” means all supplies, packaging materials and spare parts of the Seller pertaining to the Business, including ATMs and parts therefor.
- (ff) “**Law**” means: (i) any domestic or foreign statute, law (including the common and civil law and equity), constitution, code, ordinance, rule, regulation, restriction, policy or guideline having the force of law, by-law (zoning or otherwise) or Order, (ii) any consent, exemption, approval or License of any Regulatory Authority, and (iii) any policy, practice or guideline of, or Contract with any Regulatory Authority which, although not actually having force of law, is considered by such Regulatory Authority as having the force of law and shall include any Interac, Visa and Mastercard protocols and regulations applicable to the Business.
- (gg) “**Licences**” means all notifications, licenses, permits, franchises, certificates, approvals, exemptions, classifications, registrations and other similar documents and authorizations issued by any Regulatory Authority, and applications therefor.
- (hh) “**Lien**” means any mortgage, lien, charge, restriction, pledge, security interest, hypothec, lease or sublease, claim, right of any third party, encumbrance or title retention agreement of any nature or kind.

- (ii) “**Liens To Be Discharged**” means those Liens listed in Schedule 1.2(ii).
- (jj) “**Location**” means the location of a Purchased Contract ATM.
- (kk) “**Losses**”, in respect of a matter, means all claims, demands, proceedings, losses, damages, liabilities, deficiencies, obligations costs, penalties, fines and expenses (including loss of profit based on retained revenue and contract terms as set out in the Merchant List) and all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising, incurred or suffered as a direct consequence of such matter but excluding any indirect, incidental or consequential damages, which exclusion shall, for greater certainty, include lost opportunities or any exemplary, punitive or special damages.
- (ll) “**Material Adverse Effect**” means any effect that is or could reasonably be expected to be materially adverse to the financial condition, results of operations, prospects, properties, assets or liabilities (including contingent liabilities) of the Business.
- (mm) “**Merchant**” means the Person under a Purchased Contract who is entitled to receive payments for operating the Purchased Contract ATM at the Location of which it is the owner, tenant or occupant.
- (nn) “**Merchant List**” means the list previously agreed to between the Seller and the Purchaser setting out the names of the Merchants and the terms and conditions of their commercial relationship with the Seller.
- (oo) “**Non-Competition Period**” has the meaning given to that term in Section 10.2.
- (pp) “**Non-Solicit Period**” has the meaning given to that term in Section 10.1.
- (qq) “**NRT Lease Agreement**” means the ATM Lease Agreement dated October 1, 2009 between NRT Technology Corporation and the Seller, together with all amendments thereto.
- (rr) “**Order**” means any order, judgment, injunction, decree, determination, award, decision, ruling or writ of any Regulatory Authority or other Person.
- (ss) “**Parties**” means, collectively, the Shareholder, the Seller and the Purchaser, and “**Party**” means any one of them.
- (tt) “**Person**” means an individual, legal person, corporation, partnership, association, limited liability company, joint stock company, joint venture trust, unincorporated organization, Regulatory Authority or other entity.
- (uu) “**Personal Information**” means information about an identifiable individual as defined in applicable privacy Laws.

- (vv) “**Pre-Closing Liabilities Statement**” means a statement of the trade liabilities of the Seller owing to Merchants, dealers and distributors, and other Assumed Liabilities, which have accrued and relate to the operation of the Business up to the Change Over Time, which statement has been provided by the Seller to the Purchaser prior to the Closing.
- (ww) “**Prepaid Amounts**” means the prepayments, prepaid charges, deposits, sums and fees related to the Business or held in respect of the Purchased Assets set forth in Schedule 1.2(ww).
- (xx) “**Purchase Price**” has the meaning given to that term in Section 3.1.
- (yy) “**Purchased Assets**” has the meaning given to that term in Section 2.1.
- (zz) “**Purchased Contracts**” means any and all ATM Management Contracts under which the Seller operates Purchased Contract ATMs in Canada through the Seller’s Switch, including those ATM Management Contracts for the Purchased Contract ATMs listed in the Merchant List, and “**Purchased Contract**” means one of those Contracts.
- (aaa) “**Purchased Contract ATM**” means an ATM which is subject to an ATM Management Contract comprised in the Purchased Contracts.
- (bbb) “**Purchaser Indemnified Parties**” has the meaning given to that term in Section 9.1.
- (ccc) “**QST**” means the Québec sales tax imposed under the Québec Sales Tax Act.
- (ddd) “**QTA**” means the *Taxation Act* (Québec), as amended from time to time.
- (eee) “**Québec Sales Tax Act**” means the an *Act respecting the Québec Sales Tax*, as amended from time to time.
- (fff) “**Regulatory Authority**” means any federal, state, regional, provincial, territorial, municipal, local or foreign (including Canadian) government or other political subdivision thereof, and any entity, court, commission, agency or official exercising executive, legislative, judicial, quasi-judicial, regulatory or administrative functions of or pertaining to government and shall include Interac, Visa and Mastercard.
- (ggg) “**Representative**” means, in respect of a person, its subsidiaries and its Affiliates and its and their directors, officers, employees, agents and representative (including any financial, legal or other advisors).
- (hhh) “**Restrictive Covenants**” has the meaning given to that term in subsection 3.5(c).
- (iii) “**Seller Indemnified Parties**” has the meaning given to that term in Section 9.2.

- (jjj) “**Seller Owned ATM**” means the Purchased Contract ATMs which are owned by the Seller and are identified in the Merchant List under the column “Seller Owned ATMs”, including, for greater certainty, the ATMs acquired by the Seller from NRT Technology Corporation pursuant to the termination of the NRT Lease Agreement.
- (kkk) “**Surcharge**” means the convenience fee charged to a Card holder in respect of a Fee Transaction.
- (lll) “**Switch**” means a Person who processes ATM transactions through Interac or any other Card networks.
- (mmm) “**Tax Act**” means the *Income Tax Act* (Canada), as amended from time to time.
- (nnn) “**Taxes**” means (a) all taxes, assessments, charges, duties, fees, levies and other charges of a Regulatory Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added, GST/HST, QST and all other taxes of any kind for which a seller or a purchaser may have any liability imposed by any Regulatory Authority, whether disputed or not, and any charges, interest or penalties imposed by any Regulatory Authority with respect to the foregoing, and (b) any liability for the payment of any amount of the type described in the immediately preceding clause as a result of being a “transferee” (within the meaning of section 160 of the Tax Act or any other applicable Law) of another Person or a member of an affiliated, related or combined group.
- (ooo) “**Terminated Employees**” has the meaning given to that term in Section 7.3.
- (ppp) “**TNS Processing Agreement**” means, collectively, the SCD Processing Agreement dated October 1, 2009 between TNS Smart Network Inc. and the Seller and the ATM Financing Payment Direction – SCD Processing Agreement dated October 1, 2009 between TNS Smart Network Inc. and the Seller, as well as any amendments thereto.
- (qqq) “**Transaction Personal Information**” means any Personal Information in the possession, custody or control of the Seller at Closing, including Personal Information about Employees, suppliers, customers, directors or officers that is: (a) disclosed to the Purchaser or its Representatives prior to Closing by the Seller or its Representatives or otherwise; or (b) collected by the Purchaser or its Representative prior to Closing from the Seller or its Representatives or otherwise, in either case in connection with the transactions contemplated by this Agreement.
- (rrr) “**Vault Cash**” means any money, currency or funds: (i) which is the property of the Seller and is located in an ATM; (ii) held on deposit in the Vault Cash Account; or (iii) which is the property of the Seller and in the possession of an armoured carrier pursuant to any of the Contracts with the Seller.

(sss) “**Vault Cash Account**” means the bank account maintained by the Seller at the Bank of Montreal for the sole purpose of supplying Vault Cash to the Purchased Contract ATMs and settling ATM transactions occurring at the Purchased Contract ATMs.

1.3 **Currency.**

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian funds.

1.4 **Sections and Headings.**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section, subsection, clause or a schedule refers to the specified section, subsection or clause of or schedule to this Agreement.

1.5 **Number and Gender.**

In this Agreement, words importing the singular number only shall include the plural and *vice versa* and words importing gender shall include all genders.

1.6 **Entire Agreement.**

This Agreement and the Ancillary Documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

1.7 **Words of Inclusion.**

Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

1.8 **Time of Essence.**

Time shall be of the essence of this Agreement.

1.9 **Applicable Law.**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Québec (without giving effect to the conflicts of laws principles thereunder) and the federal laws of Canada applicable therein, and each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

1.10 **Severability.**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

1.11 **Successors and Assigns.**

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the Parties and, where the context so permits, their respective successors and permitted assigns. Subject to Section 11.4, no Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties.

1.12 **Amendment and Waivers.**

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

1.13 **Knowledge.**

In this Agreement, the phrase “to the Knowledge of the Seller” or other similar phrases means, with respect to the Seller, all facts known or that should have been known by George Durst or Richard Vallée on the date hereof after due inquiry among directors, officers and employees of the Seller with respect to the matters at hand.

**ARTICLE 2
PURCHASE AND SALE OF PURCHASED ASSETS**

2.1 **Purchased Assets.**

Subject to the terms and conditions hereof, the Seller hereby sells, transfers and assigns to the Purchaser, and the Purchaser hereby purchases, accepts and assumes from the Seller, with effect as of the Change Over Time, in consideration for the Purchase Price, all of the Seller’s right, title and interest in and to, except for the Excluded Assets, all of the assets, properties and rights of every kind, nature, character and description, whether immovable or movable, whether corporeal or incorporeal, and wherever situated, utilized in the Business in existence on the Effective Date, including the following assets, properties and rights of the Seller (the “**Purchased Assets**”):

- (a) all right, title and interest of the Seller under the following Contracts (collectively, the “**Assigned Contracts**”) and the benefit of any security interests in favour of the Seller granted under such Assigned Contracts:
 - (i) the Purchased Contracts;

- (ii) the Contracts entitling any Person to any profits, revenues or cash flow of the Seller or the Business or requiring payments or other distributions based on such profits, revenues or cash flows, all of which are listed in Schedule 2.1(a);
 - (iii) all Contracts pursuant to which the Seller has contracted for another Person to provide maintenance services for one or more Purchased Contract ATMs, all of which are listed in Schedule 2.1(a);
 - (iv) all Contracts pursuant to which the Seller has been designated as an approved or preferred supplier for another Person or the Seller has been given any rights of first refusal to supply the other Person, all of which are listed in Schedule 2.1(a);
 - (v) all Contracts pursuant to which the Seller has been designated as an authorized reseller for a manufacturer, all of which are listed in Schedule 2.1(a);
 - (vi) the TNS Processing Agreement;
 - (vii) Contracts between the Seller, on the one hand, and other Persons, on the other hand, pursuant to which the Seller acquired any of the Purchased Assets including those which are listed in Schedule 2.1(a); and
 - (viii) all Contracts with third party cash loaders, dealers, sub-dealers and distributors otherwise relating to Purchased Assets which are not otherwise described in this subsection 2.1(a) and are listed in Schedule 2.1(a);
- (b) all of the Seller Owned ATMs and related accessories;
 - (c) all of the Inventory;
 - (d) all right, title and interest of the Seller in and to the Intellectual Property;
 - (e) all machinery, equipment (including surveillance/GPS and the alarm peripheral devices in Area #1 and Area #2 of the building located at 2975 Hochelaga, Montreal, Québec which are used by Saratoga ATM Services Blindés Inc. including the motion detectors, panic system, smoke detectors, door contacts and items inside the vault), office supplies, telecommunications equipment, computers (including desktops and laptops), computer hardware, computer software (including the remote management software for Triton connect and Hyosung), peripherals (including monitors and printers), servers, fixtures, furniture, furnishings, tooling, cash room safe and other assets and all spare and replacement parts and ancillary assets thereto listed in Schedule 2.1(e);
 - (f) a 2005, Smart ForTwo, bearing vehicle identification number WMEAJ00F15J216111;

- (g) the rights, if any, of the Seller in and to the telephone numbers (including toll free telephone numbers), VPN telecommunications lines as well as the related hardware, software and contracts, facsimile numbers and other communications numbers used in connection with the Business (including the telephone numbers by which each of the Seller Owned ATMs (and all other Purchased Contract ATMs for which the connection to the Seller's Switch is the responsibility of the Seller) are connected to the Seller's Switch or to any remote ATM management software, or appearing on the Purchased Contract ATMs);
- (h) all goodwill of the Business, together with the exclusive right for the Purchaser to represent itself as carrying on the Business of the Seller in succession to the Seller and, in accordance with Section 7.5, the right to use any words indicating that the Business is so carried on, including all rights to the "Saratoga ATM" name or any variation thereof, as part of the name or style under which the Business or any part thereof is carried on by the Purchaser;
- (i) subject to applicable Canadian privacy Law, all books, records, files and documents (other than those required by Law to be retained by the Seller and corporate accounting and tax records, copies of which will be made available to the Purchaser at the Purchaser's request) relating to the Business or the Purchased Assets, including all customer and supplier lists, business reports, sales records, price lists and catalogues, sales literature, brochures and presentations, advertising material, service records, supply records, inventory records, software licence agreements, user manuals, records (including purchase orders and invoices) and correspondence files (together with, in the case of any such information which is stored electronically, the media on which the same is stored) (the "**Books and Records**");
- (j) all warranties, representations, covenants, indemnities and similar rights (express and implied) which benefit the Seller and apply to the Business or any of the Purchased Assets to the extent same may be sold, transferred and assigned to the Purchaser;
- (k) the benefit of all restrictive covenants, confidentiality agreements, Orders or other rights under which the Seller is entitled to prevent any Person from competing with the Seller, to the extent they relate to the Business, the solicitation of any Merchants or the disclosure of any confidential information concerning the Purchased Assets, the Merchants or the Locations, the whole to the extent same may be sold, transferred and assigned to the Purchaser;
- (l) rights to causes of action, lawsuits, judgments, claims and demands of any nature available to the Seller in connection with the Business, whether arising by way of counterclaim or otherwise, if any, to the extent same may be sold, transferred and assigned to the Purchaser; and
- (m) the Prepaid Amounts.

2.2 **Excluded Assets.**

For greater certainty, the Purchased Assets shall not include any of the following property, assets or undertaking (collectively, the “**Excluded Assets**”):

- (a) the minute books and other corporate records of the Seller;
- (b) any and all right, title and interest of the Seller under the NRT Lease Agreement;
- (c) the rights that accrue to the Seller hereunder or under any Ancillary Document;
- (d) all moneys, bank account balances, term deposits or other cash or cash equivalent of the Seller, including the Vault Cash;
- (e) all trade accounts receivable and trade debts due or accruing due to the Seller relating to the Business as at the Change Over Time;
- (f) the benefits of all insurance claims or related matters;
- (g) Seller’s interest in any insurance policies;
- (h) all amounts owed to the Seller pursuant to Tax credits or other Tax claims and all interest payable in connection with the foregoing;
- (i) ATM Service Agreement dated July 1, 2004 between the Seller and Saratoga ATM Armored Services Inc.;
- (j) except as specified in Section 7.5, Seller’s interest in and to the name “Saratoga”;
- (k) the immovable property located at 2975 Hochelaga, Montreal, Québec H1W 1G1 and the movable property located therein including the building alarm main unit and peripherals for Areas #3-6 (except in any case if listed in Schedule 2.1(e) hereto); and
- (l) the assets listed in Schedule 2.2(l) hereto.

ARTICLE 3 PURCHASE PRICE

3.1 **Purchase Price.**

The purchase price payable by the Purchaser to the Seller for the Purchased Assets is the aggregate sum of \$1,800,000 (the “**Purchase Price**”), adjusted and payable as set forth in Section 3.2. In addition to the foregoing payment, as consideration for the sale, assignment and transfer of the Purchased Assets, the Purchaser hereby assumes and discharges the Assumed Liabilities in accordance with Section 4.1.

3.2 **Payment of Purchase Price.**

- (a) The Purchaser hereby pays or causes to be paid to the Persons and in the manner set forth below the Purchase Price:
 - (i) to NRT Technology Corporation, an amount equal to \$576,315.30; and
 - (ii) to Bank of Montreal, an amount equal to \$1,062,959.86.
- (b) As for the balance of \$160,724.84 (being the Purchase Price minus the amounts contemplated in subsections 3.2(a)(i) and 3.2(a)(ii)), the Parties further agree to deduct from such amount the sum of (i) \$195,144.82, representing the aggregate amount of the Assumed Liabilities set forth in the Pre-Closing Liabilities Statement and (ii) \$17,238.34 (the “**Adjustment Amount**”), representing Surcharges (\$8,578.18) and Interchange Fees (\$8,660.16) collected by the Seller on behalf of the Purchaser under the Purchased Contracts for the period from March 31, 2012 to April 4, 2012 (net of related expenses). As a result of the deductions in this Section 3.2(b), the Seller owes to the Purchaser the amount of \$51,658.32.

3.3 **Payment to TNS Smart Network**

In addition to the payment of the Purchase Price set forth in Section 3.2, the Purchaser hereby pays or causes to be paid to TNS Smart Network Inc., an amount equal to \$150,000 in connection with the termination of the TNS Processing Agreement following its assignment and assumption pursuant to the terms of this Agreement.

3.4 **Allocation of Purchase Price.**

The Purchase Price is allocated among the Purchased Assets in the manner set out in Schedule 3.4. The Purchaser and the Seller shall file their tax returns on the basis of such allocation and no Party to this Agreement shall thereafter take a tax return position inconsistent with such allocation unless such inconsistent position shall arise out of or through an audit or other inquiry or examination by the Canada Revenue Agency or other Regulatory Authority.

3.5 **Payment of Taxes.**

- (a) The Seller and the Purchaser agree that they shall jointly execute an election under Section 167 of the ETA and under Section 75 of the Québec Sales Tax Act with respect to the purchase and sale of the Purchased Assets pursuant to this Agreement so that no GST/HST and QST will be payable on the transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall indemnify the Seller and save the Seller fully harmless against, and will promptly reimburse or compensate the Seller for, any damages arising from, in connection with or related in any manner whatsoever to any GST/HST and QST, penalties, interest and other amounts which may be assessed against the Seller as a result of the transactions contemplated by this Agreement not being eligible for the joint elections referred to in this subsection

3.5(a) or as a result of the Purchaser's failure to file such election within the prescribed time. There shall be no Applicable Limitation Date to the indemnity provided by the Seller in this subsection 3.5(a).

- (b) The Purchaser and the Seller shall also execute and deliver such other tax elections and forms as they may mutually agree upon.
- (c) The Seller acknowledges that (i) the agreements in Section 10.1 and in this subsection 3.5(c) (together, the "**Restrictive Covenants**") impose a reasonable restraint in light of the activities and business of the Seller on the date of this Agreement and the current plans of the Purchaser and the Seller; and (ii) the Restrictive Covenants are being granted to maintain and preserve the value of the goodwill acquired by the Purchaser, and the Purchaser's failure to receive the benefits contemplated by the Restrictive Covenants would have the effect of significantly reducing the value of such goodwill. The Parties agree that no proceeds shall be received or receivable by the Seller for granting of the Restrictive Covenants and that any amount that can reasonably be regarded as being in part the consideration for the Restrictive Covenants shall be received by the Seller as consideration for the disposition of the goodwill acquired by the Purchaser. The Parties intend that proposed subsection 56.4(5) of the Draft Technical Income Tax Legislation to amend the Tax Act released by the Department of Finance (Canada) on July 16, 2010) (the "**Draft Canadian Tax Legislation**") apply to this Agreement pursuant to proposed subsection 56.4(7) of the Tax Act, such that section 68 of the Tax Act may not be applied to deem any consideration to be received or receivable by Seller for any Restrictive Covenant granted pursuant to this Agreement. The Parties therefore agree, to the extent determined desirable to ensure the application of proposed subsection 56.4(5) of the Tax Act, that the joint election provided for in proposed paragraph 56.4(7)(h) of the Tax Act shall be made by the Purchaser and the Seller in prescribed form (or such other form as is reasonably requested) and manner and on a timely basis. The joint election provided for in paragraph h of section 333.9 of the QTA shall also be made by the Purchaser and the Seller in prescribed form (or such other form as is reasonably requested) and manner and on a timely basis, in accordance with section 333.15 of the QTA. In the event that (i) the Draft Canadian Tax Legislation is amended prior to enactment or is otherwise amended and/or (ii) the QTA legislation is amended, then the Parties agree to co-operate and to take such further action, execute such further document, and make such further election as may be necessary or desirable to ensure that no consideration is or is deemed to be received or receivable by the Seller for any Restrictive Covenant granted pursuant to this Agreement.

ARTICLE 4
ASSUMPTION OF LIABILITIES

4.1 Assumption of Certain Liabilities by the Purchaser.

Subject to the provisions of this Agreement, the Purchaser hereby agrees to assume, pay, satisfy, discharge, perform and fulfil, from and after the Change Over Time, the following obligations of the Seller (collectively, the “**Assumed Liabilities**”):

- (a) the obligations and liabilities arising pursuant to the Assigned Contracts in respect of the period commencing at the Change Over Time and not related to any matter, circumstance or default existing at or prior to the Change Over Time and are expressly set out on the face of such Assigned Contract or in a schedule to this Agreement;
- (b) the trade liabilities of the Seller accruing and relating to the operation of the Business up to and including the Change Over Time, to the extent listed in the Pre-Closing Liabilities Statement;
- (c) the amount set forth in the Pre-Closing Liabilities Statement for banner and bonus banner commissions to be paid by the Seller; and
- (d) all other obligations and liabilities expressly assumed under this Agreement.

4.2 No Other Liabilities.

The Parties acknowledge and agree that the Assumed Liabilities are the only liabilities of the Seller which the Purchaser assumes or is liable for and the Seller hereby agrees to retain its liability for, and in a due, proper and timely manner to discharge, perform and fulfil in all respects, all liabilities, debts and obligations of any nature or kind relating to the Assigned Contracts except for the Assumed Liabilities. For greater certainty, subject to Section 4.1, the Purchaser does not assume any other obligations or liabilities of the Seller, including any obligation or liability of the Seller:

- (a) for Taxes with respect to any period, other than Taxes related to or arising from the operation of the Business by the Purchaser after the Change Over Time;
- (b) for any indebtedness with respect to borrowed money, notes payable or capital leases (including any interest or penalties accrued thereon);
- (c) in respect of any guarantee of any indebtedness of any Person;
- (d) relating to, resulting from, or arising out of, (i) claims made in pending or future suits, actions, investigations or other legal, governmental or administrative proceedings or (ii) claims based on violations of Law, breach of Contract, workers’ compensation, pay equity or health and safety matters or any other actual or alleged failure of the Seller to perform any obligation, in each case arising out of, or relating to, (A) acts or omissions that shall have occurred, (B)

services performed, (C) the ownership or use of the Purchased Asset or (D) the operation of the Business, in each case for the period ending prior to the Change Over Time;

- (e) relating to, resulting from or arising out of any non-Business operation of such Seller or any former operation of the Seller that has been discontinued or disposed of prior to the Change Over Time; and
- (f) pertaining to any Excluded Asset.

Such excluded liabilities shall include all claims, actions, litigation or proceedings relating to any or all of the foregoing and all costs and expenses in connection therewith.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties by the Seller.

The Seller and the Shareholder hereby solidarily represent and warrant to the Purchaser that the statements set out below are correct as at the date hereof and acknowledge that the Purchaser is relying on such representations and warranties in connection with the purchase of the Purchased Assets. Those statements are, however, subject to the exceptions set out in the exception disclosure schedule attached as Schedule 5.1.

- (a) Organization - Seller. The Seller is validly existing under the *Business Corporations Act* (Québec) and has the corporate power to own, lease and operate its property and to carry on the Business as now being conducted by it. No proceedings have been taken or authorized by the Seller with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of the Seller. The Shareholder is the sole shareholder of the Seller.
- (b) Organization - Shareholder. The Shareholder is validly existing under the Act and has the corporate power to own, lease and operate its property. No proceedings have been taken or authorized by the Shareholder with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of the Shareholder.
- (c) Authorization. Each of the Seller and the Shareholder possesses the corporate power and authority to enter into and perform its obligations under this Agreement and the Ancillary Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly authorized, executed and delivered by the Seller and the Shareholder and is a legal, valid and binding obligation of the Seller and the Shareholder, enforceable against each of them by the Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other Laws affecting the rights of creditors generally, subject to other customary qualifications which, by equity, usage or law, are incidental thereto by their nature.

- (d) No Other Agreements to Purchase. No Person other than the Purchaser has any Contract or option or any right or privilege (whether by Law or contractual) capable of becoming a Contract or option or a first refusal, first-offer or similar preferential right for the purchase or acquisition of any of the Purchased Assets.
- (e) No Violation, Consents. The execution and delivery of this Agreement by the Seller and the Shareholder and the consummation of the transactions herein provided by the Seller and the Shareholder will not result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any obligation of, or termination of any obligation owing to, the Seller or the Shareholder under: (i) any Contract to which the Seller or the Shareholder is a party or by which it is or its properties are bound, including the Assigned Contracts; (ii) any provision of the constating documents, governing documents, by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of the Seller or the Shareholder; (iii) any Order affecting the Seller or the Shareholder; or (iv) any Licenses held by the Seller or necessary to the ownership of the Purchased Assets or the operation of the Business. This Agreement, the entering into of this Agreement by the Seller and the Shareholder and the consummation of the transactions contemplated under this Agreement do not require the consent, approval, waiver or authorization of, or notice to, any Person, including any Regulatory Authority or any third party, other than those that have been obtained.
- (f) Title to Purchased Assets. The Seller is the sole legal and beneficial owner of the Purchased Assets, has good and marketable title to the Purchased Assets free and clear of any Liens, other than the Liens To Be Discharged, and, subsequent to the consummation of the transactions contemplated hereby, the Purchaser will acquire good and marketable title to the Purchased Assets, free and clear of any Liens, other than any Liens due to the Purchaser's action or omission. The Purchased Assets are sufficient to carry on the Business as currently conducted.
- (g) Condition of Purchased Assets. Any corporeal assets forming part of the Purchased Assets, (i) are in good operating condition and are in a state of good repair and maintenance subject to wear and tear of like property of comparable age, (ii) are usable in the regular and ordinary course of business, and (iii) other than as disclosed pursuant to subsection 5.1(m), conform, in all material respects, to all applicable Laws.
- (h) Compliance with Laws. Save and except for exceptions with respect to triple data encryption standard (3DES) as disclosed on Merchant List, all aspects of the Business of the Seller are conducted by the Seller in compliance in all material respects with all applicable Laws, including the ETA and the Québec Sales Tax Act. Without restriction as to the generality of the foregoing, the Seller is operating the Business in compliance in all material respects with, and not in violation of, any applicable Law and no notice has been received by, or claim has been filed against, or, to the Knowledge of the Seller, threatened to be filed against, the Seller alleging any such violation.

- (i) Merchant List. The information set out in the Merchant List is correct and complete in all material respects, individually and as a whole, and complies with the description set out in the footnote to each column of the Merchant List.
- (j) Suppliers and Merchants. To the Knowledge of the Seller, no current supplier to the Business nor any Merchant has terminated or threatened in writing to cancel or otherwise terminate its relationship with the Seller. To the Knowledge of the Seller, there is no supplier of the Business or Merchant who will not continue its relationship with the Business after the Effective Date or, with respect to a Merchant, who intends to cancel a Purchased Contract or to withdraw a Purchased Contract ATM from service under a Purchased Contract.
- (k) Contracts. Each correspondingly numbered section of Schedule 5.1(k) sets forth a true, correct and complete list of the following Contracts currently in force, or under which the Seller has continuing liabilities or obligations, related to or utilized in the Business, to the extent not listed in Schedule 2.1(a):
 - (i) all Contracts that (A) limit or restrict the Seller or any officers or employees of the Seller from engaging in any business or other activity in any jurisdiction, (B) create or purport to create any exclusive or preferential relationship or arrangement, or (C) otherwise restrict or limit the Seller's ability to operate the Business;
 - (ii) all Contracts with Merchants or suppliers, including the Purchased Contracts, to the extent not listed in the Merchant List;
 - (iii) all Contracts with any agent, distributor or representative;
 - (iv) all Contracts pursuant to which the Seller has contracted for another Person to transport and/or deliver cash to one or more Purchased Contract ATMs;
 - (v) all Contracts pursuant to which the Seller has contracted for another Person to provide maintenance services for one or more Purchased Contract ATMs;
 - (vi) all Contracts pursuant to which the Seller has been designated as an approved or preferred supplier for another Person or the Seller has been given any rights of first refusal to supply the other Person;
 - (vii) all Contracts pursuant to which the Seller has been designated as an authorized reseller for a manufacturer;
 - (viii) all Contracts pursuant to which the Seller arranges for network transaction requests from the Purchased Contract ATMs to be processed;
 - (ix) all Contracts with third party cash loaders, dealers, sub-dealers and distributors otherwise relating to Purchased Assets;

- (x) all Contracts entitling any Person to any profits, revenues or cash flow of the Seller or the Business or requiring payments or other distributions based on such profits, revenues or cash flows;
- (xi) all Contracts with any Regulatory Authority; and
- (xii) all offers (excluding price quotations and/or tenders provided in the ordinary course of business consistent with past practice), that, if accepted, would bind or otherwise impose obligations upon the Seller after the Effective Date.

Except as disclosed in Schedule 5.1(k), the Seller has not entered into, and the Assigned Contracts do not include, any oral Contracts (including any amendments to any Contracts) with any Merchant.

- (l) Assigned Contracts. The Seller is entitled to assign the Assigned Contracts in accordance with this Agreement. Each Assigned Contract is in full force and effect, unamended and is legal, valid, binding and enforceable in accordance with its terms with respect to the Seller. There is no material term, obligation, understanding or agreement that would modify any term, obligation, understanding or agreement of any Assigned Contract or any right or obligation of a party thereunder. The Seller is not participating in any discussions or negotiations regarding a material modification of or amendment to any Assigned Contract. The Seller and, to the Knowledge of the Seller, each of the other parties thereto have performed in all material respects all obligations to be performed under the Assigned Contracts, and neither the Seller nor, to the Knowledge of the Seller, any other party thereto is in default under any material provision of such Assigned Contracts, and no event or condition has occurred which constitutes, or which with the passage of time or the giving of notice or both will constitute, such a default of the Seller. No waiver, indulgence or postponement of the material obligations under any of the Assigned Contracts has been granted by the Seller. The Seller is not holding any deposit paid to the Seller by or on behalf of any Merchants under any Purchased Contracts.
- (m) ATMs. The ATMs referred to in the Purchased Contracts exist, are processing transactions or have been identified in the Merchant List as not currently processing transactions, and are located at the Locations set out in the Purchased Contracts. To the Knowledge of the Seller, all of the Purchased Contract ATMs (other than the Seller Owned ATMs) are in good operating condition and repair, except for normal wear and tear incurred in the ordinary course of business which does not materially affect their operation. The software which operates each Purchased Contract ATM complies in all material respects with the specifications currently in effect of the manufacturer of the Purchased Contract ATM, Interac Association and the Seller's or the Seller's agent's Switch and has been properly licensed for use in the Purchased Contract ATM. Save and except for exceptions with respect to triple data encryption standard (3DES) as disclosed on Merchant List, each of the Purchased Contract ATMs is in compliance with all Interac

Association regulations and other requirements currently in effect and all current requirements of the Seller's or the Seller's agent's Switch. Each of the Purchased Contract ATMs that does not comply with or satisfy the triple data encryption standard (3DES), the encrypted pin pad standard (EPP), or the Europay/Mastercard/Visa chip standard (EMV) has been identified on the Merchant List. None of the Purchased Contract ATMs dispenses currency other than Canadian Dollars.

- (n) Ownership. The Seller Owned ATMs are those ATMs identified as such on the Merchant List.
- (o) Communications Numbers. The Seller has rights to the telephone numbers (including toll free telephone numbers), VPN telecommunications lines, facsimile numbers and other communications numbers used in connection with the Business (including the telephone numbers by which each of the Seller Owned ATMs (and all other Purchased Contract ATMs for which the connection to the Seller's Switch is the responsibility of the Seller) are connected to the Seller's Switch or to any remote ATM management software, or appearing on the Purchased Contract ATMs.
- (p) Services. The Merchant List identifies all Locations where the Seller is responsible for providing or paying for (i) telephone lines or other telecommunication connections, (ii) the provision and/or loading of Vault Cash, and/or (iii) insurance.
- (q) Transactions. Except for the portion of the Interchange Fee and Surcharges payable to the Merchant or third-party cash loader as set forth in the Merchant List or the Assigned Contracts referred to in Section 2.1(a)(ii), there are no Contracts or other obligations which will be binding on the Purchaser following the Effective Date which will require that any portion of the Interchange Fee or Surcharge be paid to a third party (including any payments to dealers, sales persons, agents or other intermediaries). None of the amounts payable to the Merchants are subject to a Contract providing that they will increase in the future or under certain circumstances nor are the financial or legal terms of any of the Purchased Contracts materially different, in a manner adverse to the Seller, than those set out in the Seller's standard form contracts, all of which standard form contracts used by the Seller in connection with the Business being attached as Schedule 5.1(q).
- (r) Employees. There are currently no individuals employed by the Seller in connection with the Business, whether on a full-time or part-time basis.
- (s) Labour Relations.
 - (i) No employee of the Seller, since becoming an employee of the Seller, has been, nor is any employee of the Seller currently, represented by a labour organization or group that was either certified or voluntarily recognized by

any labour relations board or certified or voluntarily recognized by any other Regulatory Authority;

- (ii) the Seller is not engaged in any labour negotiation;
 - (iii) the Seller is not and has never been a signatory to a collective bargaining agreement with any trade union, labour organization or group; and
 - (iv) to the Knowledge of the Seller, no representation election petition or application for certification has been filed or is pending with any Regulatory Authority involving or relating to any of the Seller's employees and no union organizing campaign or other attempt to organize or establish a labour union, employee organization or labour organization or group involving employees of the Seller has occurred, is in progress or is threatened.
- (t) Intellectual Property. To the Knowledge of the Seller, neither the use of the Intellectual Property owned by the Seller and included in the Purchased Assets nor the conduct of the Business by the Seller, infringes upon or misappropriates any Intellectual Property owned or held by any other Person. The Seller has never received any charge, complaint, claim, demand, or notice alleging any interference, infringement, misappropriation or violation with respect to any Intellectual Property owned by the Seller and included in the Purchased Assets or the conduct of the Business by the Seller. To the Knowledge of the Seller, no Person infringes upon the Intellectual Property included in the Purchased Assets.
- (u) GST/QST Registration. The Seller is registered for purposes of Part IX the ETA and has been assigned GST number 14445 7157 RT0001 and is similarly registered for Québec sales tax purposes and has been assigned registration number 1200091244TQ0001.
- (v) Legal Proceedings. There are no suits, claims, actions (arbitration or legal) or administrative or other proceedings or governmental investigations which are pending to which the Seller is a party (as plaintiff, defendant or in any other capacity) or, to the Knowledge of the Seller, (i) either threatened in writing against the Seller, against any of its officers, directors, employees, agents or affiliates (in such respective capacities) or against any Merchant (with respect to the Purchased Contract ATMs) or (ii) as to which the Seller or any of its officers, directors, employees, agents or affiliates (in such respective capacities) may become a party or be affected thereby, and, to the Knowledge of the Seller, no facts or circumstances exist which should, or could, reasonably form the basis for any such suits, claims, actions or proceedings and, to the Knowledge of the Seller, the Seller is not the subject of any investigation or proceedings and none of the Purchased Assets nor the Business is affected by any order, judgment or injunction of a Regulatory Authority applicable to it.

- (w) Accounts and Records. The Seller maintains books of account and records with respect to dealings with the suppliers and customers, including Merchants, of the Business accurately reflecting, in all material respects, all matters normally entered into books of account maintained in accordance with sound business practices and such books of account and records have been maintained in accordance with GAAP.
- (x) Canadian Resident. The Seller is not a non-resident of Canada within the meaning of the Tax Act.
- (y) Attorneys. No Person holds any general or special power of attorney from the Seller in connection with the Business.
- (z) Non-Arm's Length Transactions. No Merchant has any direct or indirect interest in the Purchased Assets (other than their respective rights to and under the Assigned Contracts). Except as disclosed in Schedule 5.1(z), no officer, director or shareholder of the Seller and no entity which is an affiliate or associate (within the meaning of the Act) of one or more of such individuals:
 - (i) owns, directly or indirectly, any interest in, or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as, a competitor of the Business of the Seller or a lessor, lessee, supplier, distributor, sales agent or customer (including a Merchant) of the Seller; or
 - (ii) owns, directly or indirectly, in whole or in part, any Purchased Asset, other than through the direct and indirect ownership of shares in the capital of the Seller.
- (aa) No Broker's Fee. The Seller has not incurred any obligation or liability for broker's or finder's fees with respect to the transactions contemplated hereby for which the Purchaser would become liable.

Prior to the execution hereof, the Seller has delivered to the Purchaser true and complete copies of the Assigned Contracts, all documents evidencing any of the Intellectual Property, and all other documents and instruments identified or referred to in the exhibits and schedules to this Agreement. Such delivery shall not alone constitute adequate disclosure of those facts required to be disclosed on any exhibit or any schedule, and notice of their contents (other than by express reference on an exhibit or a schedule) shall in no way limit the Seller's or the Shareholder's other obligations or the Purchaser's other rights hereunder.

5.2 Representations and Warranties by the Purchaser.

The Purchaser hereby represents and warrants to the Seller that the statements set out below are correct and acknowledges that the Seller is relying on such representations and warranties in connection with the sale of the Purchased Assets.

- (a) Organization. The Purchaser is a general partnership validly existing under the laws of the Province of Québec and has the power to own, lease and operate its

property and to carry on its business as now being conducted by it. No proceedings have been taken or authorized by the Purchaser with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of the Purchaser.

- (b) Authorization. The Purchaser possesses the power and authority to enter into and perform its obligations under this Agreement and the Ancillary Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly authorized, executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser, enforceable against it by the Seller and the Shareholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other Laws affecting the rights of creditors generally, subject to other customary qualifications which, by equity, usage or law, are incidental thereto by their nature.
- (c) No Violation, Consents. The execution and delivery of this Agreement by the Purchaser and the consummation of the transactions herein provided by the Purchaser will not result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any obligation of, or termination of any obligation owing to, the Purchaser under: (i) any Contract to which the Purchaser is a party or by which it is or its properties are bound; (ii) any provision of the constating documents, governing documents or resolutions of the general partners (or any committee thereof) of the Purchaser; (iii) any Order affecting the Purchaser; or (iv) any applicable Law. This Agreement, the entering into of this Agreement by the Purchaser and the consummation of the transactions contemplated under this Agreement do not require the consent, approval, waiver or authorization of, or notice to, any Person, including any Regulatory Authority or any third party.
- (d) GST/QST Registration. The Purchaser is registered for purposes of Part IX the ETA and has been assigned GST number 83942 5022 RT0001 and is similarly registered for Québec sales tax purposes and has been assigned registration number 1214630164.
- (e) No Broker's Fee. The Purchaser has not incurred any obligation or liability for broker's or finder's fees with respect to the transactions contemplated hereby for which the Seller would become liable.

ARTICLE 6

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

6.1 Survival of Representations and Warranties.

Neither Party shall be entitled to recover for any Losses pursuant to subsection 9.1(a) or 9.2(a) unless written notice of a claim thereof is delivered to the other Party prior to the Applicable Limitation Date (hereinafter defined). For purposes of this Agreement, the term “**Applicable Limitation Date**” shall mean date which is fifteen (15) months following the

Effective Date; provided, however, that the Applicable Limitation Date with respect to the following Losses shall be as follows:

- (a) with respect to any Loss of the Purchaser Indemnified Parties arising from or related to a breach of the representations and warranties set out in subsections 5.1(a) (Organization-Seller), 5.1(b) (Organization-Shareholder), 5.1(c) (Authorization), 5.1(d) (No Other Agreements to Purchase), 5.1(f) (Title to Purchased Assets) and 5.1(x) (Canadian Resident), there shall be no Applicable Limitation Date (i.e., such representations and warranties shall survive forever);
- (b) with respect to any Loss of the Seller Indemnified Parties arising from or related to a breach of the representations and warranties set out in subsections 5.2(a) (Organization) and 5.2(b) (Authorization), there shall be no Applicable Limitation Date (i.e., such representations and warranties shall survive forever); and
- (c) with respect to any Loss arising from or related to a breach of the representations and warranties contained in this Agreement resulting from fraud, wilful misconduct or intentional misrepresentation, there shall be no Applicable Limitation Date (i.e., such representations and warranties shall survive forever).

ARTICLE 7 COVENANTS

7.1 Post-Closing Reconciliation.

The Purchaser and the Seller hereby agree that all amounts receivable under the Purchased Contracts prior to the Change Over Time are for the account of the Seller and that all amounts receivable under the Purchased Contracts subsequent to the Change Over Time are for the account of the Purchaser. Upon receipt by the Purchaser or the Seller of an amount owed to the other, the receiving Party shall forthwith remit such amount to the Party to which such amount is properly owed.

7.2 Transfer Taxes; Expenses.

The Purchaser and the Seller shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications and other documents regarding Taxes and all transfer, recording, registration and other fees that become payable in connection with the transactions contemplated hereby that are required to be filed.

7.3 Employees.

All costs, expenses and liabilities relating to the employment and termination of employment of any Employees, including common law notice, pay in lieu of notice, wrongful dismissal damages, wages, incentive pay, commissions, termination pay, severance pay, overtime and vacation pay, employee benefits, Taxes and all other amounts owing to any such Employees, shall be paid and satisfied by the Seller. All costs, expenses and liabilities relating to any Employees for wages, incentive pay, commissions, overtime and vacation pay, employee

benefits, Taxes and all other amounts earned or accrued by any Employees at any time, including up to the Effective Date, shall remain the sole responsibility of, and be paid and satisfied by, the Seller. The Seller shall indemnify and save harmless the Purchaser in the event of any claim or complaint against the Purchaser commenced by or on behalf of any Employee in respect of any severance and termination pay and common law notice (or pay in lieu of notice) claims arising as a result of termination of such Employee's employment, and for any claim or complaint arising out of or related to events or occurrences, or the actions or omissions of the Seller, occurring at any time, prior to the Effective Date.

7.4 **Liens To Be Discharged.**

The Seller shall take all such actions as may be required in order to obtain the discharge and all other forms which may be required in order to discharge the Liens To Be Discharged and to cause the secured parties under the Liens To Be Discharged to comply with their obligations under any payout letters provided by them to the Seller as referenced in subsections 8.2(h) and 8.2(i).

7.5 **Use of Name.**

The Shareholder and the Seller hereby grant to the Purchaser an exclusive, worldwide, perpetual, royalty free license to use the name "Saratoga ATM" in connection with the Business, which license shall in no way limit or otherwise restrict the right of the Shareholder or any of its Affiliates to continue using the name "Saratoga" in its corporate name or in connection with any other activity which is not in violation of its obligations as set forth in Article 10 (provided, for greater certainty, that the name "Saratoga ATM" may not be used in any circumstance, including after the expiry or other termination of the Non-Competition Period).

The Shareholder hereby undertakes to cause the Seller to change its corporate name within ninety (90) days following the Effective Date, to a corporate name that does not include the word "Saratoga" or any similar words that would raise a reasonable likelihood of confusion with such names, and to promptly thereafter deliver to the Purchaser evidence that whatever filings are necessary in those jurisdictions in which the Seller is licensed or qualified to do business to effect such change have been made.

7.6 **Telephone Services.**

The Seller shall keep in full force and effect the agreements for the telephone and other communications lines referred to in Section 2.1(g) with the service providers therefor for a period of sixty (60) days following the Effective Date, subject to the notice in writing from the Purchaser that it no longer requires the services under such agreements. Any out-of-pocket costs incurred by the Seller relating to maintaining in force such agreements under this Section shall be promptly reimbursed by the Purchaser to the Seller to the extent of the services provided thereunder to the Purchaser.

7.7 **Vault Cash.**

The Seller agrees that, for a period of thirty (30) days following the Effective Date, the Vault Cash contained in the Purchased Contract ATMs indicated in the Merchant List as at the

Change Over Time shall remain in each such Purchased Contract ATM until the Vault Cash has been replaced in accordance with the provisions of Exhibit A within such thirty (30) -day period. For greater certainty, the Purchaser acknowledges that the Seller shall have no obligation to replenish the Vault Cash for any Purchased Contract ATM after the Change Over Time. The Purchaser shall bear all risk of loss in respect of any Vault Cash located in a Purchased Contract ATM after the Change Over Time (and so long as located in such Purchased Contract ATM). In consideration for the Seller maintaining Vault Cash for use in such Purchased Contract ATMs, the Purchaser shall pay to the Seller a cash supply fee in an amount equivalent to the total amount of Vault Cash supplied by the Seller for use in such Purchased Contract ATMs following the Effective Date but not then returned to the Seller multiplied by a rate per annum equivalent to the prime rate established from time to time by the Bank of Montreal plus 1% per annum. Each of the Parties agrees, both upon and following the Closing, (a) to take or cause to be taken all actions, and to do or cause to be done all things necessary, proper or advisable to allow for the orderly replacement of the Vault Cash located in the Purchased Contract ATMs with cash provided by the Purchaser within a period of thirty (30) days from the Effective Date in a manner which shall not unduly disrupt the normal operation of the Purchased Contract ATMs and in accordance with the provisions of Exhibit A, and (b) to cooperate with each other in connection with the foregoing, including using their respective commercially reasonable best efforts and to fulfill all of its covenants under this Agreement.

7.8 **Personal Information.**

In the event that the Purchaser has obtained any Transaction Personal Information prior to Closing in connection with the transactions contemplated by this Agreement and to determine whether to proceed with such transactions in connection with its investigations of the Business, the Purchased Assets and the Seller and for the completion of such transactions, then it shall not, following the Closing, without the consent of the individuals to whom such Personal Information relates or as permitted or required by applicable Laws, use or disclose any such Transaction Personal Information:

(a) for purposes other than those for which such Transaction Personal Information was collected by the Seller prior to the Closing; or

(b) which does not relate directly to the carrying on of the Business or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

The Purchaser shall protect and safeguard any such Transaction Personal Information against unauthorized collection, use or disclosure, as provided by applicable privacy Laws. The Purchaser shall cause its Representatives to observe the terms of this Section 7.8 and to protect and safeguard any such Transaction Personal Information in their possession.

ARTICLE 8 CLOSING ARRANGEMENTS

8.1 Transfer.

Subject to compliance with the terms and conditions hereof, the transfer of possession of the Purchased Assets shall be deemed to take effect as at the Change Over Time. The Purchaser shall during normal business hours, at its sole cost and expense, remove all of the Purchased Assets located in the Seller's premises within ninety (90) days of the Effective Date and shall repair any material damage caused directly by the Purchaser as a result of such removal (and, for greater certainty, the Purchaser shall not be required to restore the Seller's premises as a result of the removal of the safe). The Seller shall grant unfettered access to the Purchaser for the purposes of such removal. The Purchaser shall bear all risk of loss, damage and destruction of the Purchased Asset from and after the Effective Date.

8.2 Seller Closing Deliveries.

The Seller hereby acknowledges that it has delivered to the Purchaser concurrently with the execution and delivery of this Agreement the following:

- (a) executed bills of sale, instruments of assignment, certificates of title and other conveyance documents, dated as of the Effective Date, transferring to the Purchaser all of the Seller's respective right, title and interest in and to the Purchased Assets, together with possession of the Purchased Assets;
- (b) documents evidencing the assignment of the Assigned Contracts executed by the Seller;
- (c) an executed consent of Ultramar Ltée to the assignment to the Purchaser of the "*Entente corporative pour placement de guichet automatique*" dated October 1, 2009 between Ultramar Ltée and the Seller;
- (d) the Pre-Closing Liabilities Statement;
- (e) the Books and Records;
- (f) a signed original of the letter prepared by the Purchaser informing the Merchants of the assignment of the Purchased Contracts to the Purchaser, that the Purchaser may reproduce and deliver to the Merchants;
- (g) a file for each Purchased Contract which includes (i) an original (if available, but otherwise a copy) of the Purchased Contract and any amendments thereto, (ii) all terminal passwords, serial numbers, key codes, EPROM codes and other information required in order to gain access to the Purchased Contract ATM at that Location which is in the possession of the Seller, and (iii) all documents, database files and correspondence relevant to the administration of the Purchased Contracts;

- (h) a payout letter from Bank of Montreal pursuant to which Bank of Montreal undertakes to discharge the security granted by the Seller in favour of Bank of Montreal and published at the Register of Personal and Movable Real Rights, following the repayment of all outstanding indebtedness of the Seller owing to Bank of Montreal;
- (i) a payout letter from NRT Technology Corporation pursuant to which NRT Technology Corporation undertakes to transfer title to the Seller to the ATMs leased under the NRT Lease Agreement and to discharge the security granted by the Seller in favour of NRT Technology Corporation and published at the Register of Personal and Movable Real Rights, following the repayment of all outstanding indebtedness of the Seller owing to NRT Technology Corporation under the NRT Lease Agreement;
- (j) all files and documentation with respect to the Intellectual Property included in the Purchased Assets;
- (k) a non-solicitation and non-competition agreement executed by Mr. Georges Durst; and
- (l) all other documents required to be entered into by the Seller pursuant hereto or reasonably requested by the Purchaser to convey the Purchased Assets to the Purchaser or to otherwise consummate the transactions contemplated thereby.

8.3 **Purchaser Closing Deliveries.**

The Purchaser hereby acknowledges that it has delivered to the Seller concurrently with the execution and delivery of this Agreement the following:

- (a) documents evidencing the assignment of the Assigned Contracts;
- (b) the portion of the Purchase Price to be paid at Closing pursuant to subsection 3.2(a)(ii), paid and delivered in accordance with such subsection; and
- (c) the payments of contemplated by subsections 3.2(a)(i) and 3.2(a)(ii); and
- (d) all other documents required to be entered into by the Purchaser pursuant hereto or reasonably requested by the Seller to convey the Purchased Assets to the Purchaser or to otherwise consummate the transactions contemplated hereby.

8.4 **Further Assurances.**

Each Party covenants and agrees that, from time to time subsequent to the Effective Date, it will, at the request and expense of the requesting Party, execute and deliver all such documents, including all such additional conveyances, transfers, consents and other assurances, and do all such other acts and things as any other Party, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of

this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification Obligations of the Seller and the Shareholder.

The Shareholder and the Seller shall solidarily indemnify, defend and hold harmless the Purchaser and its Affiliates, each of their respective officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of any of the foregoing (the “**Purchaser Indemnified Parties**”) from, against, and in respect of, any and all Losses arising out of or relating to the following:

- (a) any breach or inaccuracy of any representation or warranty made by the Seller or the Shareholder in this Agreement or the Ancillary Documents;
- (b) any breach of any covenant, agreement or undertaking made by the Seller or the Shareholder in this Agreement or the Ancillary Documents;
- (c) any fraud or wilful misconduct of the Seller or the Shareholder in connection with this Agreement or the Ancillary Documents; and
- (d) any liability or obligation of the Seller or the Business of any nature whatsoever arising out of or relating to events which shall have occurred, or services performed, or the operation of the Seller prior to the Change Over Time, or claims which shall have been made with respect to the operation of the Business for the period prior to the Change Over Time.

9.2 Indemnification Obligations of the Purchaser.

The Purchaser shall indemnify, defend and hold harmless the Seller and its Affiliates, each of their respective officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of any of the foregoing (the “**Seller Indemnified Parties**”) from, against and in respect of any and all Losses arising out of or relating to the following:

- (a) any breach or inaccuracy of any representation or warranty made by the Purchaser in this Agreement or in any Ancillary Document;
- (b) any breach of any covenant, agreement or undertaking made by the Purchaser in this Agreement or in any Ancillary Document;
- (c) any fraud, wilful misconduct or bad faith of the Purchaser in connection with this Agreement or the Ancillary Documents;
- (d) any Assumed Liabilities.

9.3 **Indemnification Procedure.**

In the event a Purchaser Indemnified Party or a Seller Indemnified Party (an “**Indemnified Party**”) claims a right to payment pursuant hereto, such Indemnified Party shall, by no later than the Applicable Limitation Date, send written notice of such claim to the Purchaser, on the one hand, or the Seller and Shareholder, on the other hand, as the case may be (“**Indemnifying Party**”) in accordance with Section 11.1, which notice shall set out in reasonable detail the factual basis for such claim and the amount of the potential Losses arising therefrom, if known. In the event the Indemnifying Party does not notify the Indemnified Party within twenty (20) Business Days following its receipt of such notice that the Indemnifying Party disputes its liability to the Indemnified Party under this Article or the amount thereof, the claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under this Article 9, and the Indemnifying Party shall pay the amount of such liability to the Indemnified Party on demand or, in the case of any notice in which the amount of the claim (or any portion of the claim) is estimated, on such later date when the amount of such claim (or such portion of such claim) becomes finally determined. In the event the Indemnifying Party has timely disputed its liability with respect to such claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such claim (by mutual agreement, litigation or otherwise) and, within five (5) Business Days following the final determination of the merits and amount of such claim, the Indemnifying Party shall pay to the Indemnified Party in immediately available funds in an amount equal to such claim as determined hereunder.

Notwithstanding the foregoing, if, prior to the close of business on the last day of the Applicable Limitation Date, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

The Seller and the Purchaser agree to treat all indemnity payments as adjustments to the amount of the total consideration paid for the Purchased Assets for all purposes related to Taxes to the extent permitted by applicable Law.

9.4 **De Minimus and Maximum.**

Notwithstanding anything contained herein:

- (a) the Purchaser Indemnified Parties shall not be entitled to indemnification pursuant to Section 9.1(a) of this Agreement unless and until the aggregate amount of the Losses incurred or sustained by the Purchaser Indemnified Parties relating to or arising out of or in connection with the matters set forth in Section 9.1(a) exceeds \$10,000, whereupon, subject to Section 9.4(b) such Purchaser Indemnified Parties shall be entitled to be indemnified by the Indemnifying Parties for the full amount of such Losses;
- (b) the maximum aggregate liability of the Seller and the Shareholder, collectively, to the Purchaser Indemnified Parties pursuant to any indemnification obligations of

the Seller and the Shareholder arising under Section 9.1(a) of this Agreement shall be equal to the Purchase Price;

- (c) the limitations in favour of the Seller and the Shareholder set forth in Sections 9.4(a) and 9.4(b) shall not apply to indemnification of, or payment to, the Purchaser Indemnified Parties for or with respect to knowing or wilful breaches of the representations and warranties of the Seller or the Shareholder contained in this Agreement or breaches of the representations and warranties set forth in Sections 5.1(a), 5.1(b), 5.1(c), 5.1(d) and 5.1(f);
- (d) the Seller Indemnified Parties shall not be entitled to indemnification pursuant to Section 9.2(a) of this Agreement unless and until the aggregate amount of the Losses incurred or sustained by the Seller Indemnified Parties relating to or arising out of or in connection with the matters set forth in Section 9.2(a) exceeds \$10,000, whereupon, subject to Section 9.4(e), such Seller Indemnified Parties shall be entitled to be indemnified by the Indemnifying Parties for the full amount of such Losses;
- (e) the maximum aggregate liability of the Purchaser to the Seller Indemnified Parties pursuant to any indemnification obligations of the Purchaser arising under Section 9.2(a) of this Agreement shall be equal to the Purchase Price;
- (f) the limitations in favour of the Purchaser set forth in Sections 9.4(d) and 9.4(e) shall not apply to indemnification of, or payment to, the Seller Indemnified Parties for or with respect to knowing or wilful breaches of the representations and warranties of the Purchaser contained in this Agreement or breaches of the representations and warranties set forth in Sections 5.2(a) and 5.2(b).

9.5 **Investigations.**

The respective representations and warranties of the parties contained in this Agreement or any Ancillary Document delivered by any party at or prior to the Closing Date and the rights to indemnification set forth in this Article 9 shall not be deemed waived or otherwise limited or affected by any investigation made, or knowledge acquired, by a party.

9.6 **Mitigation.**

The Purchaser shall, in respect of any claim made against the Seller or Shareholder pursuant to subsection 9.1(a), act in good faith and use commercially reasonable efforts to mitigate or minimize such claim and cooperate with the Seller and Shareholder to minimize any such claim.

ARTICLE 10 RESTRICTIVE COVENANT

10.1 Non-Solicit.

Each of the Seller and the Shareholder agrees that for a period of five (5) years from and after April 4, 2012 (the “**Non-Solicit Period**”), that it will not, either directly or as a consultant, adviser, shareholder, partner or subcontractor, directly or indirectly solicit, interfere with or endeavour to entice away, for purposes competitive to the Business, any Merchant or any employee, distributor, customer or supplier of the Purchaser or any Affiliate of the Purchaser.

10.2 Non-Compete.

Each of the Seller and the Shareholder agrees and covenants, for the benefit of the Purchaser, that it shall not for the period of five (5) years from and after April 4, 2012 (the “**Non-Competition Period**”), anywhere in Canada, either directly or as a shareholder, partner, subcontractor or consultant, agent, lender, creditor, adviser or in any other capacity whatsoever, or in partnership, jointly, in conjunction with or otherwise in connection with any Person, directly or indirectly, carry on or be engaged in or concerned with or have an ownership or other interest in, or advise, provide assistance, advice or lend money to, guarantee the debts or obligations of, or permit its name or any part thereof to be used or employed by or associated with any Person engaged in or concerned with or interested in, any business which is the same as the Business or any business which provides physical cash dispensing or point of sale cash back services or products for retail use. The foregoing shall not prevent the Seller, the Shareholder or their respective Affiliates from purchasing as a passive investor up to 5% of the outstanding publicly traded shares or other securities of any class of any issuer listed on a recognized stock exchange.

10.3 Confidential Information.

Each of the Seller and the Shareholder acknowledges having confidential information concerning the Business, including the Merchants (including the addresses of the Locations) and the Purchased Assets. Each of the Seller and the Shareholder agrees that after the Effective Date it will (i) not use the confidential information, (ii) hold the confidential information in confidence, and (iii) not disclose the confidential information. The restrictions contained in this Section 10.3 shall not apply to information which is part of the public domain or becomes part of the public domain other than as a result of a breach of this Agreement or if the Seller or the Shareholder is required by Law to disclose the confidential information.

ARTICLE 11 GENERAL PROVISIONS

11.1 Notices.

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(A) if to the Purchaser:

6646 Abrams
Saint Laurent, Québec
H4J 1Y1

Attention: The President
Telecopier No.: (514) 685-3646

With a copy to:

Davies Ward Phillips & Vineberg LLP
1501 McGill College Avenue, 26th Floor
Montreal, Québec
H3A 2N9

Attention: Philippe Johnson
Telecopier No.: (514) 841 6499

(B) if to the Seller:

2975 Hochelaga
Montreal, Québec
H1W 1G1

Attention: Georges A. Durst, President

With a copy to:

Blake, Cassels & Graydon LLP
600 de Maisonneuve West, Suite 2200
Montreal, Québec
H3A 3J2

Attention: Howard Levine
Telecopier No.: (514) 982-4099

- and -

Seal Seidman, General Partnership
2015 Drummond Street
Suite 1050
Montreal, Québec
H3G 1W7

Attention: Donald W. Seal, Q.C.
Telecopier No.: (514) 288-1708

(C) if to the Shareholder:

2975 Hochelaga
Montreal, Québec
H1W 1G1

Attention: Georges A. Durst, Chief Executive Officer

With a copy to:

Blake, Cassels & Graydon LLP
600 de Maisonneuve West, Suite 2200
Montreal, Québec
H3A 3J2

Attention: Howard Levine
Telecopier No.: (514) 982-4099

- and -

Seal Seidman, General Partnership
2015 Drummond Street
Suite 1050
Montreal, Québec
H3G 1W7

Attention: Donald W. Seal, Q.C.
Telecopier No.: (514) 288-1708

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three (3) Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

Any Party may at any time change its address for service from time to time by giving notice to the other Parties in accordance with this Section 11.1.

11.2 **Public Announcements.**

The Parties shall issue a joint press release with respect to this Agreement and the transactions contemplated hereby as soon as practicable, in a form acceptable to each Party. Each Party shall consult with the other Party prior to issuing any other press releases or otherwise making public statements with respect to this Agreement or the transactions

contemplated hereby and shall provide the other Party with a reasonable period of time to review and comment on all such press releases or statements prior to the release thereof.

11.3 **Disclosure**

The Parties acknowledge that the Shareholder will be required to file a copy of this Agreement on the System for Electronic Document Analysis and Retrieval as required by applicable Law. The Shareholder shall consult with the Purchaser in connection with the determination of the portions of this Agreement that may be redacted in accordance with applicable Law.

11.4 **Assignment.**

This Agreement may not be assigned by the Seller or the Shareholder without the consent of the Purchaser. The Purchaser may assign and transfer its rights and obligations under this Agreement in whole or in part to any Person acquiring all or substantially all of the assets of the Purchaser relating to the Business provided however that the Purchaser shall notify the Seller of any such assignment.

11.5 **Transaction Costs**

Except as otherwise expressly provided herein, (a) the Purchaser shall pay its own fees, costs and expenses incurred in connection herewith and the transactions contemplated hereby, including the fees, costs and expenses of its financial advisors, accountants and counsel, and (b) each of the Seller and the Shareholder shall pay the fees, costs and expenses incurred by it in connection herewith and the transactions contemplated hereby, including the fees, costs and expenses of its financial advisors, accountants and counsel.

11.6 **Counterparts.**

This Agreement may be executed in counterparts, by original or facsimile signature, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS OF WHICH this Asset Purchase Agreement has been executed.

**SOLUTIONS ÉLECTRONIQUES
SARATOGA INC.**

By: (s) George Durst
George Durst, President

**CORPORATION SARATOGA ATM
INC.**

By: (s) George Durst
Georges Durst, President

**ACCESS CASH GENERAL
PARTNERSHIP** by **ACCESS CASH
HOLDINGS LIMITED** its managing
partner,

By: (s) Chris Chandler
Chris Chandler, Chief Executive
Officer

EXHIBIT A

VAULT CASH REMOVAL AND RETURN PROCESS

[Redacted]