

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT (this “Agreement”) made effective as of the 2nd day of January, 2015 (the “Effective Date”),

AMONG:

PDL USA INC., a corporation formed pursuant to the laws of the State of Delaware and having an office for business at 16192 Coastal Highway, Lewes, Delaware 19958 (“PDL USA”)

AND:

PRO DRAFT LEAGUE, INC., a company formed pursuant to the laws of the State of Wyoming and having an office for business located at 690 South Hwy 89, #200, Jackson, Wyoming 83002 (“Pro Draft”)

AND:

The shareholders of Pro Draft, each of whom is set forth on the signature page of this Agreement (the “Pro Draft Shareholders”)

WHEREAS:

- A. The Pro Draft Shareholders own 2,594 shares of common stock, no par value per share, being 100% of the presently issued and outstanding Pro Draft Shares;
- B. PDL USA is a company who is in the business of online fantasy sports; and
- C. The respective Boards of Directors of PDL USA and Pro Draft deem it advisable and in the best interests of PDL USA and Pro Draft that Pro Draft become a wholly-owned subsidiary of PDL USA (the “Acquisition”) pursuant to this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement the following terms will have the following meanings:

- (a) “**Acquisition**” means the Acquisition, at the Closing, of Pro Draft by PDL USA pursuant to this Agreement;
- (b) “**Acquisition Shares**” means the 2,594 PDL USA Common Shares to be issued to the Pro Draft Shareholders at Closing pursuant to the terms of the Acquisition;

- (c) **“Agreement”** means this share purchase agreement among PDL USA, Pro Draft, and the Pro Draft Shareholders;
- (d) **“Closing”** means the completion, on the Closing Date, of the transactions contemplated hereby in accordance with Article 9 hereof;
- (e) **“Closing Date”** means the day on which all conditions precedent to the completion of the transaction as contemplated hereby have been satisfied or waived, but in any event no later than February 2, 2015;
- (f) **“Pro Draft Accounts Payable and Liabilities”** means all accounts payable and liabilities of Pro Draft, due and owing or otherwise constituting a binding obligation of Pro Draft as of February 2, 2015;
- (g) **“Pro Draft Accounts Receivable”** means all accounts receivable and other debts owing to Pro Draft, as of February 2, 2015;
- (h) **“Pro Draft Assets”** means the undertaking and all the property and assets of the Pro Draft Business of every kind and description wheresoever situated including, without limitation, Pro Draft Equipment, Pro Draft Inventory, Pro Draft Material Contracts, Pro Draft Accounts Receivable, Pro Draft Cash, Pro Draft Intangible Assets and Pro Draft Goodwill, and all credit cards, charge cards and banking cards issued to Pro Draft;
- (i) **“Pro Draft Bank Accounts”** means all of the bank accounts, lock boxes and safety deposit boxes of Pro Draft or relating to the Pro Draft Business;
- (j) **“Pro Draft Business”** means all aspects of the business conducted by Pro Draft;
- (k) **“Pro Draft Cash”** means all cash on hand or on deposit to the credit of Pro Draft on the Closing Date;
- (l) **“Pro Draft Debt to Related Parties”** means the debts owed by Pro Draft and its subsidiaries to the Pro Draft Shareholders or to any family member thereof, or to any affiliate, director or officer of Pro Draft or the Pro Draft Shareholders;
- (m) **“Pro Draft Equipment”** means all machinery, equipment, furniture, and furnishings used in the Pro Draft Business;
- (n) **“Pro Draft Goodwill”** means the goodwill of the Pro Draft Business together with the exclusive right of PDL USA to represent itself as carrying on the Pro Draft Business in succession of Pro Draft subject to the terms hereof, and the right to use any words indicating that the Pro Draft Business is so carried on including the right to use the name "Pro Draft" or any variation thereof as part of the name of or in connection with the Pro Draft Business or any part thereof carried on or to be carried on by PDL USA, the right to all corporate, operating and trade names associated with the Pro Draft Business, or any variations of such names as part of or in connection with the Pro Draft Business, all telephone listings and telephone advertising contracts, all lists of customers, books and records and other information relating to the Pro Draft Business, all necessary licenses and authorizations and any other rights used in connection with the Pro Draft Business;

- (o) **“Pro Draft Insurance Policies”** means the public liability insurance and insurance against loss or damage to Pro Draft Assets and the Pro Draft Business;
- (p) **“Pro Draft Intangible Assets”** means all of the intangible assets of Pro Draft, including, without limitation, Pro Draft Goodwill, all trademarks, logos, copyrights, designs, and other intellectual and industrial property of Pro Draft and its subsidiaries;
- (q) **“Pro Draft Material Contracts”** means the burden and benefit of and the right, title and interest of Pro Draft in, to and under all trade and non-trade contracts, engagements or commitments, whether written or oral, to which Pro Draft is entitled in connection with the Pro Draft Business whereunder Pro Draft is obligated to pay or entitled to receive the sum of \$10,000 or more including, without limitation, any pension plans, profit sharing plans, bonus plans, loan agreements, security agreements, indemnities and guarantees, any agreements with employees, lessees, licensees, managers, accountants, suppliers, agents, distributors, officers, directors, attorneys or others which cannot be terminated without liability on not more than one month's notice;
- (r) **“Pro Draft Related Party Debts”** means the debts owed by the Pro Draft Shareholders or by any family member thereof, or by any affiliate, director or officer of Pro Draft or the Pro Draft Shareholders, to Pro Draft;
- (s) **“Pro Draft Shares”** means all of the issued and outstanding shares of Pro Draft equity stock;
- (t) **“PDL USA Accounts Payable and Liabilities”** means all accounts payable and liabilities of PDL USA, on a consolidated basis, due and owing or otherwise constituting a binding obligation of PDL USA and its subsidiaries as of February 2, 2015;
- (u) **“PDL USA Accounts Receivable”** means all accounts receivable and other debts owing to PDL USA, on a consolidated basis, as of February 2, 2015;
- (v) **“PDL USA Assets”** means the undertaking and all the property and assets of the PDL USA Business of every kind and description wheresoever situated including, without limitation, PDL USA Equipment, PDL USA Inventory, PDL USA Material Contracts, PDL USA Accounts Receivable, PDL USA Cash, PDL USA Intangible Assets and PDL USA Goodwill, and all credit cards, charge cards and banking cards issued to PDL USA;
- (w) **“PDL USA Bank Accounts”** means all of the bank accounts, lock boxes and safety deposit boxes of PDL USA and its subsidiaries or relating to the PDL USA Business;
- (x) **“PDL USA Business”** means all aspects of any business conducted by PDL USA and its subsidiaries;
- (y) **“PDL USA Cash”** means all cash on hand or on deposit to the credit of PDL USA and its subsidiaries on the Closing Date;
- (z) **“PDL USA Common Shares”** means the shares of common stock of PDL USA;
- (aa) **“PDL USA Debt to Related Parties”** means the debts owed by PDL USA to any affiliate, director or officer of PDL USA;

- (bb) **“PDL USA Goodwill”** means the goodwill of the PDL USA Business including the right to all corporate, operating and trade names associated with the PDL USA Business, or any variations of such names as part of or in connection with the PDL USA Business, all books and records and other information relating to the PDL USA Business, all necessary licenses and authorizations and any other rights used in connection with the PDL USA Business;
- (cc) **“PDL USA Intangible Assets”** means all of the intangible assets of PDL USA and its subsidiaries, including, without limitation, PDL USA Goodwill, all trademarks, logos, copyrights, designs, and other intellectual and industrial property of PDL USA and its subsidiaries;
- (dd) **“PDL USA Material Contracts”** means the burden and benefit of and the right, title and interest of PDL USA and its subsidiaries in, to and under all trade and non-trade contracts, engagements or commitments, whether written or oral, to which PDL USA or its subsidiaries are entitled whereunder PDL USA or its subsidiaries are obligated to pay or entitled to receive the sum of \$10,000 or more including, without limitation, any pension plans, profit sharing plans, bonus plans, loan agreements, security agreements, indemnities and guarantees, any agreements with employees, lessees, licensees, managers, accountants, suppliers, agents, distributors, officers, directors, attorneys or others which cannot be terminated without liability on not more than one month's notice; and
- (ee) **“Place of Closing”** means the offices of Dean Law Corporation, 900-555 Burrard Street, Vancouver, British Columbia, Canada, or such other place as PDL USA and Pro Draft may mutually agree upon.

Any other terms defined within the text of this Agreement will have the meanings so ascribed to them.

Captions and Section Numbers

1.2 The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

Section References

1.3 Any reference to a particular “Article”, “section”, “paragraph”, “clause” or other subdivision is to the particular Article, section, clause or other subdivision of this Agreement and any reference to a Schedule by letter will mean the appropriate Schedule attached to this Agreement and by such reference the appropriate Schedule is incorporated into and made part of this Agreement.

Severability of Clauses

1.4 If any part of this Agreement is declared or held to be invalid for any reason, such invalidity will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held to be invalid.

ARTICLE 2 THE ACQUISITION

Sale of Shares

2.1 The Pro Draft Shareholders hereby agree to sell to PDL USA the Pro Draft Shares in exchange for the Acquisition Shares on the Closing Date and to transfer to PDL USA on the Closing Date a 100% undivided interest in and to the Pro Draft Shares free from all liens, mortgages, charges, pledges, encumbrances or other burdens with all rights now or thereafter attached thereto.

Allocation of Consideration

2.2 The Acquisition Shares shall be allocated to the Pro Draft Shareholders on the basis of one Acquisition Share for each one Pro Draft Share held by a Pro Draft Shareholder as set forth in Schedule 2.1 attached hereto.

Adherence with Applicable Securities Laws

2.3 The Pro Draft Shareholders agree that they are acquiring the Acquisition Shares for investment purposes and will not offer, sell or otherwise transfer, pledge or hypothecate any of the Acquisition Shares issued to them (other than pursuant to an effective Registration Statement under the *Securities Act of 1933*, as amended) directly or indirectly unless:

- (a) the sale is to PDL USA;
- (b) the sale is made pursuant to the exemption from registration under the *Securities Act of 1933, as amended*, provided by Rule 144 thereunder; or
- (c) the Acquisition Shares are sold in a transaction that does not require registration under the *Securities Act of 1933, as amended*, or any applicable United States state laws and regulations governing the offer and sale of securities, and the vendor has furnished to PDL USA an opinion of counsel to that effect or such other written opinion as may be reasonably required by PDL USA.

The Pro Draft Shareholders acknowledge that the certificates representing the Acquisition Shares shall bear the following legend:

NO SALE, OFFER TO SELL, OR TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE SHALL BE MADE UNLESS A REGISTRATION STATEMENT UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, IN RESPECT OF SUCH SHARES IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SAID ACT IS THEN IN FACT APPLICABLE TO SAID SHARES.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES
OF PDL USA**

Representations and Warranties

3.1 PDL USA hereby represents and warrants in all material respects to Pro Draft and the Pro Draft Shareholders, with the intent that Pro Draft and the Pro Draft Shareholders will rely thereon in entering into this Agreement and in approving and completing the transactions contemplated hereby, that:

PDL USA- Corporate Status and Capacity

- (a) Incorporation. PDL USA is a corporation duly incorporated and validly subsisting under the laws of the State of Delaware and in good standing with the office of the Secretary of State for the State of Delaware;
- (b) Carrying on Business. PDL USA conducts the business described and does not conduct any other business. PDL USA is duly authorized to carry on such business in the State of Delaware. The nature of the PDL USA Business does not require PDL USA to register or otherwise be qualified to carry on business in any other jurisdictions;
- (c) Corporate Capacity. PDL USA has the corporate power, capacity and authority to own the PDL USA Assets and to enter into and complete this Agreement;

PDL USA- Capitalization

- (d) Authorized Capital. The authorized capital of PDL USA consists of 10,000 PDL USA Common Shares, \$0.01 par value, of which 2,594 PDL USA Common Shares are presently issued and outstanding;
- (e) No Option, Warrant or Other Right. No person, firm or corporation has any agreement, option, warrant, pre-emptive right or any other right capable of becoming an agreement, option, warrant or right for the acquisition of PDL USA Common Shares or for the purchase, subscription or issuance of any of the unissued shares in the capital of PDL USA;

PDL USA- Records and Financial Statements

- (f) Charter Documents. The charter documents of PDL USA and its subsidiaries have not been altered since the incorporation of each, respectively, except as filed in the record books of PDL USA or its subsidiaries, as the case may be;
- (g) Corporate Minute Books. The corporate minute books of PDL USA and its subsidiaries are complete and each of the minutes contained therein accurately reflect the actions that were taken at a duly called and held meeting or by consent without a meeting. All actions by PDL USA and its subsidiaries which required director or shareholder approval are reflected on the corporate minute books of PDL USA and its subsidiaries. PDL USA and its subsidiaries are not in violation or breach of, or in default with respect to, any term of their respective Certificates of Incorporation (or other charter documents) or by-laws.

- (h) PDL USA Bank Accounts. All of the PDL USA Bank Accounts, their location, numbers and the authorized signatories thereto will be provided to Pro Draft following the Closing;

PDL USA- Acquisition Shares

- (i) Acquisition Shares. The Acquisition Shares when delivered to the Pro Draft Shareholders pursuant to the Acquisition shall be validly issued and outstanding as fully paid and non-assessable shares and the Acquisition Shares shall be transferable upon the books of PDL USA, in all cases subject to the provisions and restrictions of all applicable securities laws.

Non-Merger and Survival

3.2 The representations and warranties of PDL USA contained herein will be true at and as of Closing in all material respects as though such representations and warranties were made as of such time. Notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a party from any such representation or warranty) or any investigation made by Pro Draft or the Pro Draft Shareholders, the representations and warranties of PDL USA shall survive the Closing.

Indemnity

3.3 PDL USA agrees to indemnify and save harmless Pro Draft and the Pro Draft Shareholders from and against any and all claims, demands, actions, suits, proceedings, assessments, judgments, damages, costs, losses and expenses, including any payment made in good faith in settlement of any claim (subject to the right of PDL USA to defend any such claim), resulting from the breach by it of any representation or warranty made under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by PDL USA to Pro Draft or the Pro Draft Shareholders hereunder.

ARTICLE 4 COVENANTS OF PDL USA

Covenants

- 4.1 PDL USA covenants and agrees with Pro Draft and the Pro Draft Shareholders that it will:
- (a) Conduct of Business. Until the Closing, conduct the PDL USA Business diligently and in the ordinary course consistent with the manner in which the PDL USA Business generally has been operated up to the date of execution of this Agreement;
 - (b) Preservation of Business. Until the Closing, use its best efforts to preserve the PDL USA Business and the PDL USA Assets and, without limitation, preserve for Pro Draft, PDL USA's relationships with any third party having business relations with them;
 - (c) Access. Until the Closing, give Pro Draft, the Pro Draft Shareholders, and their representatives full access to all of the properties, books, contracts, commitments and records of PDL USA, and furnish to Pro Draft, the Pro Draft Shareholders and their representatives all such information as they may reasonably request; and

- (d) Procure Consents. Until the Closing, take all reasonable steps required to obtain, prior to Closing, any and all third party consents required to permit the Acquisition and to preserve and maintain the PDL USA Assets notwithstanding the change in control of Pro Draft arising from the Acquisition.

Authorization

4.2 PDL USA hereby agrees to authorize and direct any and all federal, state, municipal, foreign and international governments and regulatory authorities having jurisdiction respecting PDL USA and its subsidiaries to release any and all information in their possession respecting PDL USA and its subsidiaries to the Pro Draft Shareholders. PDL USA shall promptly execute and deliver to the Pro Draft Shareholders any and all consents to the release of information and specific authorizations which the Pro Draft Shareholders reasonably requires to gain access to any and all such information.

Survival

4.3 The covenants set forth in this Article shall survive the Closing for the benefit of Pro Draft and the Pro Draft Shareholders.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PRO DRAFT SHAREHOLDERS

Representations and Warranties

5.1 The Pro Draft Shareholders hereby represent and warrant in all material respects to PDL USA, with the intent that it will rely thereon in entering into this Agreement and in approving and completing the transactions contemplated hereby, that:

Pro Draft- Company Status and Capacity

- (a) Formation. Pro Draft is a corporation duly incorporated and validly subsisting under the laws of the State of Wyoming and in good standing with the office of the Secretary of State for the State of Wyoming;
- (b) Carrying on Business. Pro Draft carries on the Pro Draft Business primarily in the State of Wyoming as well as other jurisdictions in the world. The nature of the Pro Draft Business does not require Pro Draft to register or otherwise be qualified to carry on business in any jurisdiction;
- (c) Legal Capacity. Pro Draft has the legal power, capacity and authority to own Pro Draft Assets, to carry on the Business of Pro Draft and to enter into and complete this Agreement;

Pro Draft- Capitalization

- (d) Authorized Capital. The authorized capital of Pro Draft consists of 10,000 shares of common stock, no par value per share of which 2,594 are issued and outstanding;

- (e) Ownership of Pro Draft Shares. The issued and outstanding shares of Pro Draft common stock will on Closing consist of 2,594 shares of common stock, no par value per share, (being the Pro Draft Shares), which shares on Closing shall be validly issued and outstanding as fully paid and non-assessable shares. The Pro Draft Shareholders will be at Closing the registered and beneficial owners of the 2,594 Pro Draft Shares. The Pro Draft Shares owned by the Pro Draft Shareholders will on Closing be free and clear of any and all liens, charges, pledges, encumbrances, restrictions on transfer and adverse claims whatsoever;
- (f) Options, Warrants or Other Rights. No person, firm or corporation has any agreement, option, warrant, pre-emptive right or any other right capable of becoming an agreement, option, warrant or right for the acquisition of Pro Draft Shares held by the Pro Draft Shareholders or for the purchase, subscription or issuance of any of the unissued shares in the capital of Pro Draft;
- (g) No Restrictions. There are no restrictions on the transfer, sale or other disposition of Pro Draft Shares contained in the charter documents of Pro Draft or under any agreement;

Pro Draft- Records and Financial Statements

- (h) Charter Documents. The charter documents of Pro Draft have not been altered since its formation date, except as filed in the record books of Pro Draft;
- (i) Minute Books. The minute books of Pro Draft are complete and each of the minutes contained therein accurately reflect the actions that were taken at a duly called and held meeting or by consent without a meeting. All actions by Pro Draft which required director or shareholder approval are reflected on the corporate minute books of Pro Draft. Pro Draft is not in violation or breach of, or in default with respect to, any term of its Certificate of Incorporation (or other charter documents) or by-laws.
- (j) Pro Draft Financial Statements. The financial statements of Pro Draft present fairly, in all material respects, the assets and liabilities (whether accrued, absolute, contingent or otherwise) of Pro Draft as of the date thereof, and the sales and earnings of the Pro Draft Business during the periods covered thereby, in all material respects, and have been prepared in substantial accordance with generally accepted accounting principles consistently applied;
- (k) Pro Draft Accounts Payable and Liabilities. There are no material liabilities, contingent or otherwise, of Pro Draft reflected in the Pro Draft Financial Statements except those incurred in the ordinary course of business since the date of the Pro Draft Financial Statements, and Pro Draft has not guaranteed or agreed to guarantee any debt, liability or other obligation of any person, firm or corporation;
- (l) Pro Draft Accounts Receivable. All the Pro Draft Accounts Receivable result from bona fide business transactions and services actually rendered without, to the knowledge and belief of the Pro Draft Shareholders, any claim by the obligor for set-off or counterclaim;

Pro Draft- Income Tax Matters

- (m) Tax Returns. All tax returns and reports of Pro Draft required by law to be filed have been filed and are true, complete and correct, and any taxes payable in accordance with

any return filed by Pro Draft or in accordance with any notice of assessment or reassessment issued by any taxing authority have been so paid;

- (n) Current Taxes. Adequate provisions have been made for taxes payable for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax, governmental charge or deficiency by Pro Draft. Pro Draft is not aware of any contingent tax liabilities or any grounds which would prompt a reassessment including aggressive treatment of income and expenses in filing earlier tax returns;

Pro Draft- Applicable Laws and Legal Matters

- (o) Licenses. Pro Draft holds all licenses and permits as may be requisite for carrying on the Pro Draft Business in the manner in which it has heretofore been carried on, which licenses and permits have been maintained and continue to be in good standing except where the failure to obtain or maintain such licenses or permits would not have a material adverse effect on the Pro Draft Business;
- (p) Applicable Laws. Pro Draft has not been charged with or received notice of breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees to which they are subject or which applies to them the violation of which would have a material adverse effect on the Pro Draft Business, and, to the knowledge of the Pro Draft Shareholders, Pro Draft is not in breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees the contravention of which would result in a material adverse impact on the Pro Draft Business;
- (q) Pending or Threatened Litigation. There is no material litigation or administrative or governmental proceeding pending or threatened against or relating to Pro Draft, the Pro Draft Business, or any of the Pro Draft Assets, nor do the Pro Draft Shareholders have any knowledge of any deliberate act or omission of Pro Draft that would form any material basis for any such action or proceeding;
- (r) No Bankruptcy. Pro Draft has not made any voluntary assignment or proposal under applicable laws relating to insolvency and bankruptcy and no bankruptcy petition has been filed or presented against Pro Draft and no order has been made or a resolution passed for the winding-up, dissolution or liquidation of Pro Draft;
- (s) Finder's Fees. Pro Draft is not a party to any agreement which provides for the payment of finder's fees, brokerage fees, commissions or other fees or amounts which are or may become payable to any third party in connection with the execution and delivery of this Agreement and the transactions contemplated herein;

Execution and Performance of Agreement

- (t) Authorization and Enforceability. The execution and delivery of this Agreement, and the completion of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of Pro Draft;
- (u) No Violation or Breach. The execution and performance of this Agreement will not

- (i) violate the charter documents of Pro Draft or result in any breach of, or default under, any loan agreement, mortgage, deed of trust, or any other agreement to which Pro Draft is a party,
- (ii) give any person any right to terminate or cancel any agreement including, without limitation, Pro Draft Material Contracts, or any right or rights enjoyed by Pro Draft,
- (iii) result in any alteration of Pro Draft obligations under any agreement to which Pro Draft is a party including, without limitation, the Pro Draft Material Contracts,
- (iv) result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favor of a third party upon or against the Pro Draft Assets,
- (v) result in the imposition of any tax liability to Pro Draft relating to Pro Draft Assets or the Pro Draft Shares, or
- (vi) violate any court order or decree to which either Pro Draft is subject;

Pro Draft Assets - Ownership and Condition

- (v) Business Assets. The Pro Draft Assets, comprise all of the property and assets of the Pro Draft Business, and neither the Pro Draft Shareholders nor any other person, firm or corporation owns any assets used by Pro Draft in operating the Pro Draft Business, whether under a lease, rental agreement or other arrangement;
- (w) Title. Pro Draft is the legal and beneficial owner of the Pro Draft Assets, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;
- (x) No Option. No person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of any of the Pro Draft assets;
- (y) Pro Draft Insurance Policies. Pro Draft maintains the public liability insurance and insurance against loss or damage to the Pro Draft Assets and the Pro Draft Business;
- (z) Pro Draft Material Contracts. Pro Draft has no material contracts;
- (aa) No Default. There has not been any default in any material obligation of Pro Draft or any other party to be performed under any of Pro Draft Material Contracts, each of which is in good standing and in full force and effect and unamended and Pro Draft is not aware of any default in the obligations of any other party to any of the Pro Draft Material Contracts;
- (bb) No Compensation on Termination. There are no agreements, commitments or understandings relating to severance pay or separation allowances on termination of employment of any employee of Pro Draft. Pro Draft is not obliged to pay benefits or share profits with any employee after termination of employment except as required by law;

Pro Draft Goodwill and Other Assets

- (cc) Pro Draft Goodwill. Pro Draft carries on the Pro Draft Business only under the name "Pro Draft Group" and variations thereof and under no other business or trade names. The Pro Draft Shareholders do not have any knowledge of any infringement by Pro Draft of any patent, trademark, copyright or trade secret;

The Business of Pro Draft

- (dd) Maintenance of Business. Since the date of the Pro Draft Financial Statements, the Pro Draft Business has been carried on in the ordinary course and Pro Draft has not entered into any material agreement or commitment except in the ordinary course; and

Non-Merger and Survival

5.2 The representations and warranties of Pro Draft contained herein will be true at and as of Closing in all material respects as though such representations and warranties were made as of such time. Notwithstanding the completion of the transactions contemplated hereby, the waiver of any condition contained herein (unless such waiver expressly releases a party from any such representation or warranty) or any investigation made by PDL USA, the representations and warranties of Pro Draft shall survive the Closing.

Indemnity

5.3 The Pro Draft Shareholders agree to indemnify and save harmless PDL USA and each of its shareholders from and against any and all claims, demands, actions, suits, proceedings, assessments, judgments, damages, costs, losses and expenses, including any payment made in good faith in settlement of any claim (collectively, the "Claims") (subject to the right of the Pro Draft Shareholders to defend any such claim), resulting from the breach by any of them of any representation or warranty of such party made under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by Pro Draft or the Pro Draft Shareholders to PDL USA hereunder; provided, however, the Pro Draft Shareholders shall not be required to indemnify PDL USA for any such Claims in excess of the value of the Pro Draft Shares.

ARTICLE 6 CLOSING

Closing

6.1 The Acquisition and the other transactions contemplated by this Agreement will be closed at the Place of Closing on Closing Date in accordance with the closing procedure set out in this Article.

Documents to be Delivered by Pro Draft

6.2 On or before the Closing, Pro Draft and the Pro Draft Shareholders will deliver or cause to be delivered to PDL USA:

- (a) the original or certified copies of the charter documents of Pro Draft, including amendments thereof, and all corporate records documents and instruments of Pro Draft, the corporate seal of Pro Draft and all books and accounts of Pro Draft;
- (b) all reasonable consents or approvals required to be obtained by Pro Draft for the purposes of completing the Acquisition and preserving and maintaining the interests of Pro Draft under any and all Pro Draft Material Contracts and in relation to Pro Draft Assets;
- (c) certified copies of such resolutions and minutes of the shareholders and directors of Pro Draft as are required to be passed to authorize the execution, delivery and implementation of this Agreement;
- (d) such other documents as PDL USA may reasonably require to give effect to the terms and intention of this Agreement.

Documents to be Delivered by PDL USA

6.3 On or before the Closing, PDL USA shall deliver or cause to be delivered to Pro Draft and the Pro Draft Shareholders:

- (a) share certificates representing the Acquisition Shares duly registered in the names of the holders of shares of Pro Draft Common Stock;
- (b) certified copies of such resolutions of the directors of PDL USA as are required to be passed to authorize the execution, delivery and implementation of this Agreement;
- (c) certificate of incorporation and good standing certificate of PDL USA; and
- (d) such other documents as Pro Draft may reasonably require to give effect to the terms and intention of this Agreement.

ARTICLE 7 GENERAL PROVISIONS

Arbitration

7.1 The parties hereto shall attempt to resolve any dispute, controversy, difference or claim arising out of or relating to this Agreement by negotiation in good faith. If such good negotiation fails to resolve such dispute, controversy, difference or claim within fifteen days after any party delivers to any other party a notice of its intent to submit such matter to arbitration, then any party to such dispute, controversy, difference or claim may submit such matter to arbitration in the City of Dover, Delaware.

Notice

7.2 Any notice required or permitted to be given by any party will be deemed to be given when in writing and delivered to the address for notice of the intended recipient by personal delivery, prepaid single certified or registered mail, or telecopier. Any notice delivered by mail shall be deemed to have been received on the fourth business day after and excluding the date of mailing, except in the event of a disruption in regular postal service in which event such notice shall be deemed to be delivered on the actual date of receipt. Any notice delivered personally or by telecopier shall be deemed to have been received on the actual date of delivery.

Addresses for Service

7.3 The address for service of notice of each of the parties hereto is as follows:

(a) PDL USA:

16192 Coastal Highway
Lewes, Delaware 19958
Attention: President

(b) Pro Draft or the Pro Draft Shareholders:

690 South Hwy 89, #200
Jackson, Wyoming 83002
Attention: President

Change of Address

7.4 Any party may, by notice to the other parties change its address for notice to some other address in North America and will so change its address for notice whenever the existing address or notice ceases to be adequate for delivery by hand. A post office box may not be used as an address for service.

Further Assurances

7.5 Each of the parties will execute and deliver such further and other documents and do and perform such further and other acts as any other party may reasonably require to carry out and give effect to the terms and intention of this Agreement.

Time of the Essence

7.6 Time is expressly declared to be the essence of this Agreement.

Entire Agreement

7.7 The provisions contained herein constitute the entire agreement among Pro Draft, the Pro Draft Shareholders and PDL USA respecting the subject matter hereof and supersede all previous communications, representations and agreements, whether verbal or written, among Pro Draft, the Pro Draft Shareholders and PDL USA with respect to the subject matter hereof.

Enurement

7.8 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Assignment

7.9 This Agreement is not assignable without the prior written consent of the parties hereto.

Counterparts

7.10 This Agreement may be executed in counterparts, each of which when executed by any party will be deemed to be an original and all of which counterparts will together constitute one and the same Agreement. Delivery of executed copies of this Agreement by telecopier will constitute proper delivery, provided that originally executed counterparts are delivered to the parties within a reasonable time thereafter.

Applicable Law

7.11 This Agreement shall be enforced, governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to the principles of conflict of laws. The parties hereto hereby submit to the exclusive jurisdiction of the United States federal courts located in Dover, Delaware with respect to any dispute arising under this Agreement, the agreements entered into in connection herewith or the transactions contemplated hereby or thereby. All parties irrevocably waive the defense of an inconvenient forum to the maintenance of such suit or proceeding. All parties further agree that service of process upon a party mailed by first class mail shall be deemed in every respect effective service of process upon the party in any such suit or proceeding. Nothing herein shall affect either party's right to serve process in any other manner permitted by law. All parties agree that a final non-appealable judgment in any such suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on such judgment or in any other lawful manner. The party which does not prevail in any dispute arising under this Agreement shall be responsible for all fees and expenses, including attorneys' fees, incurred by the prevailing party in connection with such dispute.

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

PDL USA INC.

Per: /s/ Mark Tadros

Mark Tadros
President & Chief Executive Officer

PRO DRAFT LEAGUE, INC.

Per: /s/ Mark Tadros

Mark Tadros
President & Chief Executive Officer

SHAREHOLDERS OF PRO DRAFT LEAGUE, INC.

Name of Shareholder	Number of Pro Draft Common Shares Owned	Ownership Percentage
/s/ Mark Tadros		
_____ Mark Tadros	1,000	39%
/s/ Jonathan Bruno		
_____ Jonathan Bruno	50	1.9%
/s/ Kyle Hunchberger		
_____ Kyle Hunchberger	25	0.9%
/s/ Brock Owen		
_____ Brock Owen	100	3.9%
/s/ Galal Tadros		
_____ Galal Tadros	50	1.9%
/s/ Jonathan Bruno		
_____ Jonathan Bruno	20	0.8%
/s/ Nick Oostveen		
_____ Gravit-e Technologies	52	2.0%
Print Name: Nick Oostveen_____		
Print Title: <u>President</u> _____		
/s/ Shafin Tejani		
_____ Victory Squares Labs	1,297	50%
Print Name: <u>Shafin Tejani</u> _____		
Print Title: <u>President</u> _____		
Total	2,594	100%

Schedule 2.1 – Acquisition Shares

	Pro Draft Shares	Acquisition Shares
Mark Tadros	1,000	1,000
Jonathan Bruno	50	50
Kyle Hunchberger	25	25
Brock Owen	100	100
Galal Tadros	50	50
Jonathan Bruno	20	20
Gravit-e Technologies	52	52
Victory Squares Labs	1,297	1,297
Total	2,594	2,594