

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is dated effective September 28, 2015

AMONG:

KANE SMITH, having an address [REDACTED]

(the “Vendor”)

AND:

GLOBAL REMOTE TECHNOLOGIES LTD., a company incorporated under the laws of British Columbia with a registered office at 1820 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the “Purchaser”)

AND:

GLOBAL REMOTE TECHNOLOGIES, LLC, a limited liability company formed under Chapter 86 of the *Nevada Revised Statutes* in the State of Nevada on February 9, 2015 under entity number E0066152015-6 with a head office at 401 Ryland Street, Suite 200-A, Nevada 89502 USA

(the “LLC”)

WHEREAS:

- A. The Vendor owns 100% of the issued and outstanding membership interests (collectively, the “Vendor’s Membership Interest”) in the LLC and is in the business of providing services and technologies for the energy sector, including assisting customers in the construction and implementation of pipeline, refinery, power plant, and mechanical integrity projects;
- B. The Purchaser is a public company listed on the Canadian Securities Exchange (the “CSE”) under the trading symbol “RGT and the Frankfurt Stock Exchange under the symbol “GR9”;
- C. The Vendor is the President and a director of the Purchaser; and
- D. The Purchaser wishes to acquire from the Vendor and the Vendor wishes to sell to the Purchaser all of the Vendor’s Membership Interest (defined below) in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1 “BCBCA” means the *Business Corporations Act* (British Columbia);
- 1.2 “Closing” means closing of the transactions contemplated by this Agreement;

- 1.3 **"Closing Date"** means September 30, 2015;
- 1.4 **"Governmental Entity"** means any:
- 1.4.1 multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal (judicial, quasi-judicial, administrative or quasi-administrative), arbitral body, commission, board, bureau or agency, domestic or foreign;
 - 1.4.2 subdivision, agency, commission, board or authority of any of the foregoing; and
 - 1.4.3 quasi-governmental or private body exercising any regulatory, expropriation or taxing authority in respect of or for the account of any of the foregoing;
- 1.5 **"IFRS"** means the International Financial Reporting Standards;
- 1.6 **"Laws"** means all statutes, regulations, statutory rules, principles of law, orders, published policies and guidelines, and terms and conditions of any grant of approval, permission, authority or license of any court, Governmental Entity, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- 1.7 **"LLC Managers"** means the Vendor and Christopher Dorris, CEO and a director of the Purchaser;
- 1.8 **"LLC Membership Interests"** means authorized ownership interests in the LLC;
- 1.9 **"Material Adverse Effect"** means any matter or action that has an effect that is, or would reasonably be expected to be, material and adverse to the business, properties, assets, operations, condition (financial or otherwise) or prospects of any of the Parties;
- 1.10 **"Party"** and **"Parties"** means a signatory or multiple signatories to this Agreement, respectively;
- 1.11 **"Person"** includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;
- 1.12 **"Securities Authority"** means any of the British Columbia Securities Commission and the other securities regulatory authorities in the provinces and territories of Canada and the Securities and Exchange Commission of the United States of America, collectively;
- 1.13 **"SEDAR"** means the System for Electronic Document Analysis and Retrieval, which is the electronic filing system for the disclosure documents of public companies and investment funds across Canada.

2. PURCHASE OF THE MEMBERSHIP INTERESTS

- 2.1 Purchase and Sale of the Vendor's Membership Interest. At the Closing, the Vendor hereby agrees to sell and will convey, transfer and deliver to the Purchaser, and the Purchaser hereby agrees to purchase and will receive from the Vendor all of the Vendor's Membership Interest, which Vendor's Membership Interest shall represent all of the issued and outstanding LLC Membership Interests as of Closing.

- 2.2 Purchase Price. The purchase price to be paid by Purchaser to Seller for the Membership Interest (the "**Purchase Price**") shall be ONE DOLLAR, in Canadian dollars (CAD\$1.00) payable to the Vendor upon on Closing.

3. PREPARATION OF FILINGS

- 3.1 Each Party hereto shall cooperate in the taking of all such action as may be required under the BCBCA and any other applicable Laws and the policies and requirements of the CSE in connection with the transactions contemplated by this Agreement.
- 3.2 Each Party hereto shall, on a timely basis, furnish to each other Party hereto all such information concerning it and its shareholders or members, as applicable, as may be required to effect the actions described in this Section 3.2, and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the transactions contemplated by this Agreement will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in light of the circumstances in which it is furnished or to be used.

4. CLOSING

- 4.1 The Parties shall return signed documents to Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia V6C 3L2 by 4:00 p.m. (Vancouver time) on the Closing Date, or such other time and date as may be agreed upon, for the purposes of Closing and giving effect to the transactions cont. The Closing shall be carried out in accordance with the provisions of this Agreement. Upon Closing, the transactions contemplated in the Agreement shall occur and shall be deemed to have occurred without any further act or formality in the order set out in the Agreement. On Closing, each Party shall deliver all documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Closing Date shall be dated as of, or become effective on, the Closing Date and shall be held in escrow to be released upon the occurrence of the Closing Date.

5. PURCHASE AND SALE OF ISSUER

- 5.1 At Closing, the Purchase shall pay the Purchase Price on the understanding that the Purchase Price represents the full consideration for the acquisition by the Purchaser of the Vendor's Membership Interest.

6. CONSULTATION

- 6.1 Each Party shall consult with the other Parties hereto in issuing any press release or otherwise making any public statement with respect to this Agreement or the transactions contemplated therein and in making any filing with any Governmental Entity, the CSE, or other Securities Authority with respect thereto. The Parties hereto shall use commercially reasonable efforts to enable the others to review and comment on all such press releases and filings prior to the release or filing, respectively, thereof.

7. REPRESENTATIONS AND WARRANTIES OF LLC AND THE VENDOR

The LLC and the Vendor hereby jointly and severally represent and warrant to each of the Purchaser and hereby each acknowledge that the Purchaser is relying upon such representations and warranties in

connection with entering into this Agreement and agreeing to complete the transactions contemplated herein, as follows:

- 7.1 Organization. The LLC has been formed, is validly subsisting and in good standing with respect to all filings required under applicable Laws, and has full corporate or legal power and authority to own its assets and to conduct its business as currently owned and conducted;
- 7.2 Capitalization. The LLC is, or will at Closing be, authorized to issue an unlimited number of LLC Membership Interests without par value. The Vendor's Membership Interest shall represent all of the issued and outstanding LLC Membership Interests as of Closing; the Vendor's Membership Interest will be duly authorized and validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights at the time of Closing. The LLC has or will have no options, warrants or other rights, agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by the LLC of any LLC Membership Interests or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any LLC Membership Interests, other than pursuant to this Agreement as of Closing;
- 7.3 Taxes. The sale of the Vendor's Membership Interest by the Vendor to the Purchaser will not result in taxes being due by the Purchaser or the LLC in Canada, the United States, or any province or state thereof, respectively;
- 7.4 C Corporation Election. The LLC has elected or will prior to Closing have elected "C corporation" status with the United States Internal Revenue Service and with the State of Nevada, USA;
- 7.5 Liabilities. The LLC does not have any liabilities, including contractual, accounts payable, or by court order, in excess of USD\$5,000 that have not been disclosed to the Purchaser in the Balance Sheet and the P&L Statement attached to this Agreement as Schedule A and Schedule B, respectively;
- 7.6 Authority. Each of the LLC and the Vendor has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by the LLC and the Vendor and the completion of the transactions contemplated by this Agreement have been authorized by the LLC Managers and its members and no other corporate proceedings on the part of the LLC are necessary to authorize this Agreement nor to complete the transactions contemplated hereby;
- 7.7 Execution and Delivery. This Agreement has been duly executed and delivered by the LLC and the Vendor and constitutes a legal and binding obligation, enforceable against them, jointly and severally, in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and to general principles of equity; and all documents required to be executed by the LLC and the Vendor in connection with the transactions contemplated herein will be duly executed and delivered by the LLC and the Vendor and, when so executed and delivered, will constitute legal, valid and binding obligations, enforceable against them in accordance with their terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity;
- 7.8 No Breach or Violation. The execution and delivery of this Agreement and the consummation of the Agreement do not and will not:
 - 7.8.1 result in the breach of nor violate any term or provision of the constating documents of the LLC;

- 7.8.2 conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement or instrument to which the LLC is a party or by which it is bound or to which any property of the LLC is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of the LLC under any such agreement or instrument, or give to others any material interest or rights in the assets of the LLC, including rights of purchase, termination, cancellation or acceleration, under any such agreement or instrument; or
- 7.8.3 violate any provision or law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to the LLC;
- 7.9 No Defaults. The LLC is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, license or franchise to which it is a party which would, if terminated due to such default, have a Material Adverse Effect on the LLC;
- 7.10 Financial Statements. The balance sheet (the "**Balance Sheet**") and statement of profit and loss (the "**P&L Statement**") attached to this Agreement as Schedule A and Schedule B, respectively, fairly present in all material respects the financial condition of the LLC at the date indicated and the results of operations of the LLC for the periods covered and reflect adequate provision for the liabilities of the LLC;
- 7.11 Corporate Records. The corporate records of the LLC, which have been provided to the Purchaser, have been maintained substantially in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on the LLC. The financial books and records and accounts of the LLC in all material respects: (i) have been maintained in accordance with good business practices, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of the LLC, and (iii) accurately and fairly reflect the basis for the information set out in the Balance Sheet and the P&L Statement; the LLC has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that, in all material respects: (a) transactions are executed in accordance with the general or specific authorization of the management of the LLC, and (b) transactions are recorded as necessary (I) to permit the preparation of financial statements in conformity with IFRS or any criteria applicable to such financial statements, and (II) to maintain accountability for assets and liabilities;
- 7.12 Employees. All amounts required to be withheld for taxes by the LLC from payments made to any present or former shareholders, officers, managers, non-resident creditors, employees, associates, or consultants have been withheld and paid on a timely basis to the proper governmental body pursuant to applicable legislation; no payments of any kind, including salaries, benefits, and severance, have been made or authorized by or on behalf of the LLC to or on behalf of the Vendor or to or on behalf of any managers, officers, shareholders or employees of the LLC, or under any operating or management agreements with the LLC other than in the ordinary course of business; neither the directors, officers or employees of the LLC, are now indebted or under obligation to the LLC on any account whatsoever other than in the ordinary course of business;
- 7.13 Guarantees. The LLC is not a party to or bound by or subject to any guarantee, agreement, contract or commitment providing for such guarantee, indemnification, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person;
- 7.14 Permitted Liens. The LLC owns and possesses and has good and marketable title to and possession of all of the assets of the LLC free and clear of all actual or threatened liens, charges, options, encumbrances, voting agreements, voting trusts, demands, limitations and restrictions of any nature whatsoever;

- 7.15 Legal Proceedings. There are no actions, suits, investigations or proceedings, whether private, governmental or otherwise, in progress, pending, or to the knowledge of the LLC, threatened, against or affecting the LLC, including actions, suits, investigations or proceedings against any Managers, officers or employees of the LLC that relate to the business, affairs, assets or operations of the LLC, at law or in equity; there is no judgment, decree, injunction, ruling, order or award of any Governmental Authority outstanding against or affecting the LLC; the LLC is not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and the LLC does not have any present plans or intentions to initiate any litigation, arbitration or other proceeding against any third party that would have a Material Adverse Effect on the transactions contemplated by this Agreement;
- 7.16 Finder's Fees. The LLC has not entered into any agreement that would entitle any Person to any valid claim against the LLC for a broker's commission, finder's fee or any like payment in respect of the Agreement or any other matter contemplated by this Agreement;
- 7.17 Vendor's Membership Interest. The Vendor's Membership Interest to be acquired by the Purchaser pursuant to this Agreement will be fully-paid and non-assessable, free of pre-emptive rights;
- 7.18 Bankruptcy. No dissolution, winding up, bankruptcy, liquidation or similar proceeding has been commenced or is pending or proposed in respect of the LLC; and
- 7.19 Disclosure. As of the date hereof, the representations and warranties of the LLC contained in this Agreement and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact nor omit to state a material fact necessary to make the statements contained in such representations not misleading.

8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties contained in this Agreement shall survive the Closing Date for a period of 12 months. Any investigation by a Party and its advisors shall not mitigate, diminish or affect the representations and warranties of the other Party contained in this Agreement.

9. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrant to the other Parties and hereby acknowledges that the other Parties are each relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the transactions contemplated herein, as follows:

- 9.1 Organization. The Purchaser has been formed, is validly subsisting and in good standing with respect to all filings required under applicable Laws, has full corporate or legal power and authority to own its assets and to conduct its business as currently owned and conducted;
- 9.2 Authority. The Purchaser has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement, and to perform its respective obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by the Purchaser and the completion of the transactions contemplated by this Agreement have been authorized by the directors of the Purchaser and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement nor to complete the transactions contemplated hereby, unless otherwise directed by Canadian securities regulators, the CSE, or court of law;
- 9.3 Execution and Delivery. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal and binding obligation, enforceable against the Purchaser in accordance

with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and to general principles of equity; all documents required to be executed by the Purchaser in connection with the transactions contemplated herein will be duly executed and delivered by the Purchaser and, when so executed and delivered, will constitute legal, valid and binding obligations, enforceable against the Purchaser in accordance with their terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity;

- 9.4 No Breach or Violation. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, do not and will not:
- 9.4.1 result in the breach of nor violate any term or provision of the constating documents of the Purchaser;
 - 9.4.2 conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement or instrument to which the Purchaser is a party or by which it is bound or to which any property of the Purchaser is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of the Purchaser under any such agreement or instrument, or give to others any material interest or rights in the assets of the Purchaser, including rights of purchase, termination, cancellation or acceleration, under any such agreement or instrument; or
 - 9.4.3 violate any provision or law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;
- 9.5 Reporting Status. The Purchaser is reporting issuer in the jurisdictions of British Columbia, Alberta, and Ontario and the documents filed by the Purchaser on SEDAR were or will be, at their respective dates, true and correct in all material respects and did or will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were or will be made, not misleading;
- 9.6 No Cease Trade. As of the date of execution hereof, the Purchaser is not subject to any cease trade or other order of the CSE or Securities Authority and, to the knowledge of the Purchaser, no investigation or other proceeding involving the Purchaser which may operate to prevent or restrict trading of any securities of the Purchaser is currently in progress or pending before the CSE or Securities Authority;
- 9.7 No Defaults. The Purchaser is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, license or franchise to which either of them is a party which would, if terminated due to such default, have a Material Adverse Effect on the Purchaser;
- 9.8 Financial Statements. The audited annual financial statements of the Purchaser filed on SEDAR were prepared in accordance with IFRS, consistently applied, and fairly present in all material respects the financial condition of the Purchaser at the date indicated and the results of operations of Issuer for the periods covered and reflect adequate provision for the liabilities of the Purchaser in accordance with IFRS;
- 9.9 Corporate Records. The minute books and corporate records of the Purchaser have been maintained substantially in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on the Purchaser. The financial books and records and accounts of the Purchaser in all material respects (i) have been maintained in accordance with good business practices, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of the Purchaser, and (iii) accurately and fairly reflect the basis for the

financial statements of Issuer. The Purchaser has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that, in all material respects: (a) transactions are executed in accordance with the general or specific authorization of the management of the Purchaser, and (b) transactions are recorded as necessary (i) to permit the preparation of financial statements in conformity with IFRS or any criteria applicable to such financial statements, and (ii) to maintain accountability for assets and liabilities;

- 9.10 Guarantees. The Purchaser is not a party to or bound by or subject to any guarantee, agreement, contract or commitment providing for such guarantee, indemnification, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person;
- 9.11 Legal Proceedings. There are no actions, suits, investigations or proceedings, whether private, governmental or otherwise, in progress, pending, or to the knowledge of the Purchaser, threatened, against or affecting the Purchaser, including actions, suits, investigations or proceedings against any directors, officers or employees of the Purchaser that relate to the business, affairs, assets or operations of the Purchaser at law or in equity; there is no judgment, decree, injunction, ruling, order or award of any Governmental Authority outstanding against or affecting the Purchaser; the Purchaser is not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and the Purchaser does not have any present plans or intentions for the Purchaser to initiate any litigation, arbitration or other proceeding against any third party that would have a Material Adverse Effect on the transaction contemplated by this Agreement;
- 9.12 Finder's Fees. The Purchaser has not entered into any agreement that would entitle any Person to any valid claim against the Purchaser for a broker's commission, finder's fee or any like payment in respect of the transaction 1 contemplated by this Agreement;
- 9.13 Bankruptcy. No dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of the Purchaser; and
- 9.14 Disclosure. As of the date hereof, the representations and warranties of the Purchaser contained in this Agreement and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in such representations not misleading to the Purchaser.

10. COVENANTS OF THE VENDOR AND THE LLC

Each of the Vendor and the LLC, jointly and severally, hereby covenants and agrees with the other Parties as follows:

- 10.1 Copies of Documents and Contracts. Except for non-substantive communications, the Vendor and the LLC shall furnish promptly to the Purchaser a copy of each contract, agreement, notice, report, schedule or other document to which the LLC is a party, each of which, if determined by the Parties or a Governmental Entity to be material, the Parties acknowledge may be required to be publicly filed on SEDAR upon Closing of the transactions herein in accordance with applicable laws due to the Purchaser being a reporting issuer in the jurisdictions of British Columbia, Alberta, and Ontario;
- 10.2 Closing Documents. The LLC and the Vendor shall execute and deliver, or cause to be executed and delivered, at the Closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by the Purchaser, all in a form satisfactory to the Purchaser, acting reasonably including without limitation:

- 10.2.1 written evidence in a form satisfactory to the Purchaser, acting reasonably, that the LLC has elected "C corporation" status with the United States Internal Revenue Service and with the State of Nevada, USA; and
- 10.2.2 any necessary access codes in order to manage the LLC within SilverFlume Nevada's Business Portal;
- 10.3 Usual Business. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement, the LLC shall conduct business only in, and not take any action except in the ordinary course of its business and consistent with past practice, including in particular, the LLC will not, or the Vendor will not cause the LLC to:
 - 10.3.1 make any change to its authorized equity ownership interests;
 - 10.3.2 issue any membership interests or other equity interests, securities convertible into its membership interests or other equity interests, or any debt securities;
 - 10.3.3 issue or grant any options, warrants, or other rights to purchase membership interests or other equity interests;
 - 10.3.4 declare or pay any dividends or other distributions on any membership interests except as provided for in this Agreement;
 - 10.3.5 purchase or otherwise acquire or agree to acquire for a consideration any membership interests (other than in a fiduciary capacity);
 - 10.3.6 enter into or amend any employment, pension, retirement, membership interest option, profit sharing, deferred compensation, consultant, bonus, group insurance, or similar plan or agreement in respect of any of its members or other employees, or increase the current level of contributions to any such plan now in effect;
 - 10.3.7 take any action materially and adversely affecting this Agreement or the transactions contemplated hereby or the LLC's financial condition (present or prospective), businesses, properties, or operations;
 - 10.3.8 acquire, consolidate or merge with any other company, corporation, or association, or acquire, other than in the ordinary course of business, any assets of any other company, corporation, or association;
 - 10.3.9 mortgage, pledge, or subject to a lien or any other encumbrance, any of its assets, dispose of any of its assets, incur or cancel any debts or claims, or increase the current level of compensation or benefits payable to its members or employees except in the ordinary course of its business as heretofore conducted, or take any other action not in the ordinary course of its business as heretofore conducted, or incur any material obligation, or enter into any material contract except as provided for in this Agreement;
 - 10.3.10 amend its constating documents;
 - 10.3.11 take any action to solicit, initiate, encourage, or authorize any Person, including members and other employees, to solicit from any third party any inquiries or proposals relating to the disposition of its business or assets, or the acquisition of its membership interests, or the merger of it with or sale of any of its membership interests to, any Person other than the Purchaser; provided that the Vendor and the LLC shall promptly notify the Purchaser in writing of all of the relevant details relating to any such inquiries and proposals which they may receive relating to any of such matters.

- 10.4 Satisfaction of Conditions. The Vendor and the LLC shall each use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its respective obligations hereunder to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement;
- 10.5 Cooperation. Each of the Vendor and the LLC shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws;
- 10.6 Due Diligence. Each of the Vendor and the LLC shall continue to make available or cause to be made available to the Purchaser and the Purchaser's agents and advisors all documents, agreements, corporate records, and minute books as may be necessary to enable the Purchaser to effect a thorough examination of the LLC and the business and financial status thereof and shall cooperate with the Purchaser in securing access for the Purchaser to any documents, agreements, corporate records or minute books not in the possession or under the control of the Vendor or the LLC;
- 10.7 Further Actions. In a timely and expeditious manner, the LLC shall take all such actions as may be required under the *Nevada Revised Statutes* and any other applicable Laws in connection with the transactions contemplated by this Agreement, including obtaining all necessary waivers, consents and approvals required to be taken by it to fulfill its obligations under this Agreement and to carry out the transactions contemplated hereby; and
- 10.8 Further Assurances. Each of the Vendor and the LLC will promptly notify the Purchaser of any information delivered to or obtained by it which would prevent the consummation of the transactions contemplated by this Agreement, or would indicate a breach of the representations or warranties by either of the Vendor or the LLC contained in this Agreement or as to which the Vendor or the LLC intends to seek indemnity under any of the terms of this Agreement.

11. COVENANTS OF THE PURCHASER

The Purchaser hereby covenants and agrees with the other Parties as follows:

- 11.1 Closing Documents. The Purchaser shall execute and deliver, or cause to be executed and delivered, at the Closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions or other closing documents as may be required by the other Parties, all in form satisfactory to such other Parties, acting reasonably;
- 11.2 Usual Business. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement, the Purchaser shall conduct the business of the Purchaser only in, and not take any action except in, the ordinary course of business and consistent with past practice; the Purchaser shall immediately prior to the Closing have no material liabilities accrued, other than as provided in this Agreement or as may otherwise be pre-approved by the other Parties;
- 11.3 Satisfaction of Conditions. The Purchaser shall use commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations hereunder to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement;
- 11.4 Cooperation. The Purchaser shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws;

- 11.5 Due Diligence. The Purchaser shall continue to make available and cause to be made available to the other Parties and their respective agents and advisors all documents, agreements, corporate records and minute books as may be necessary to enable the other Parties to effect a thorough examination of the Purchaser and the business and financial status thereof and shall cooperate with each of other Parties in securing access for other Parties, respectively, to any documents, agreements, corporate records or minute books not in the possession or under the control of the Purchaser; and
- 11.6 Further Actions. In a timely and expeditious manner, the Purchaser shall take all such action as may be required under the BCBCA and any other applicable Laws and all such action as may be required by any Securities Authority in connection with the transactions contemplated by this Agreement, including making all necessary filings and obtaining all necessary waivers, consents and approvals required to be taken by it in order to fulfill its obligations under this Agreement and to carry out the transactions contemplated hereby.
- 11.7 Further Assurances. The Purchaser will promptly notify the Vendor and the LLC of any information delivered to or obtained by it which would prevent the consummation of the transactions contemplated by this Agreement, or would indicate a breach of the representations or warranties by it contained in this Agreement or as to which the Purchaser intends to seek indemnity under any of the terms of this Agreement.

12. INDEMNIFICATION AND LEGAL PROCEEDINGS

- 12.1 Indemnification. The Parties agree to indemnify and save harmless the other Parties and including, where applicable, their respective affiliates, directors, officers, employees and agents (each such party being an "Indemnified Party") harmless from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind, including any investigation expenses incurred by any Indemnified Party, to which an Indemnified Party may become subject by reason of the terms and conditions of this Agreement.
- 12.2 No indemnification. This indemnity will not apply in respect of an Indemnified Party in the event and to the extent that a court of competent jurisdiction in a final judgment shall determine that the Indemnified Party was grossly negligent or guilty of willful misconduct.
- 12.3 Claim of indemnification. The Parties agree to waive any right they might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy, security or claim payment from any other person before claiming this indemnity.
- 12.4 Notice of claim. In case any action is brought against an Indemnified Party in respect of which indemnity may be sought against any of the Parties, the Indemnified Party will give the relevant Party prompt written notice of any such action of which the Indemnified Party has knowledge and such Party will undertake the investigation and defense thereof on behalf of the Indemnified Party, including the prompt consulting of counsel acceptable to the Indemnified Party affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve any Party of such Party's obligation of indemnification hereunder unless (and only to the extent that) such failure results in a forfeiture by any Party of substantive rights or defenses.
- 12.5 Settlement. No admission of liability and no settlement of any action shall be made without the consent of each of the Parties and the consent of the Indemnified Party affected, such consent not to be unreasonably withheld.
- 12.6 Legal proceedings. Notwithstanding that the relevant Party will undertake the investigation and defense of any action, an Indemnified Party will have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

- 12.6.1 such counsel has been authorized by the relevant Party;
 - 12.6.2 the relevant Party hereto has not assumed the defense of the action within a reasonable period of time after receiving notice of the action;
 - 12.6.3 the named parties to any such action include any Party hereto and the Indemnified Party shall have been advised by counsel that there may be a conflict of interest between any Party hereto and the Indemnified Party; or
 - 12.6.4 there are one or more legal defenses available to the Indemnified Party which are different from or in addition to those available to any Party hereto.
- 12.7 Contribution. If for any reason other than the gross negligence or bad faith of the Indemnified Party being the primary cause of the loss claim, damage, liability, cost or expense, the foregoing indemnification is unavailable to the Indemnified Party or insufficient to hold them harmless, the relevant Party hereto shall contribute to the amount paid or payable by the Indemnified Party as a result of any and all such losses, claim, damages or liabilities in such proportion as is appropriate to reflect not only the relative benefits received by any Party hereto on the one hand and the Indemnified Party on the other, but also the relative fault of the Parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the relevant Party hereto shall in any event contribute to the amount paid or payable by the Indemnified Party, as a result of the loss, claim, damage, liability, cost or expense (other than a loss, claim, damage, liability, cost or expenses, the primary cause of which is the gross negligence or bad faith of the Indemnified Party), any excess of such amount over the amount of the fees actually received by the Indemnified Party hereunder.
- 13. MISCELLANEOUS**
- 13.1 Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the respective successors, heirs, assigns, executors, and administrators of each of the parties.
 - 13.2 Expenses. Except as otherwise provided herein, each Party agrees to pay his or its, as applicable, own expenses incurred in connection with this Agreement, the transactions contemplated hereby, the negotiations leading to the same and the preparations made for carrying the same into effect.
 - 13.3 Notices. Any notice hereunder shall be in writing and shall be given by personal delivery, by commercial overnight delivery service, or by certified mail, postage prepaid, return receipt requested to the addresses set out on Page 1 hereof.
 - 13.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
 - 13.5 Independent Advice. The Vendor and the LLC each acknowledge that this Agreement has been prepared on behalf of the Purchaser by legal counsel to the Purchaser, and that the Purchaser's legal counsel does not represent, and is not acting on behalf of, the Vendor nor the LLC. The Vendor and LLC have each been advised and provided with an opportunity to consult with their own respective counsel and to obtain independent legal and tax advice with respect to this Agreement and the transactions contemplated herein.
 - 13.6 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. Except as provided in this Section 13.6, this Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the Parties hereto.

13.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

SCHEDULE A

7:49 PM
09/03/15
Cash Basis

Global Remote Technologies, LLC Balance Sheet As of July 31, 2015

	<u>Jul 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · Cash	10,434.75
Total Checking/Savings	10,434.75
Other Current Assets	
14500 · Due from Trinity	5,000.00
Total Other Current Assets	5,000.00
Total Current Assets	15,434.75
TOTAL ASSETS	<u>15,434.75</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Taxes Due	2,916.97
Total Other Current Liabilities	2,916.97
Total Current Liabilities	2,916.97
Total Liabilities	2,916.97
Equity	
30000 · Opening Balance Equity	15,268.94
30100 · Capital Stock	1,000.00
30110 · Additional Paid in Capital	(14,060.43)
Net Income	10,309.27
Total Equity	12,517.78
TOTAL LIABILITIES & EQUITY	<u>15,434.75</u>

SCHEDULE B

7:52 PM

Global Remote Technologies, LLC

09/03/15

Profit & Loss

Cash Basis

January through July 2015

	<u>Jan - Jul 15</u>
Ordinary Income/Expense	
Income	
47900 · Revenue	452,817.80
Total Income	452,817.80
Cost of Goods Sold	
52000 · Salary and Wages	18,080.00
52100 · Payroll Taxes	1,668.12
53000 · Contract Labor	152,205.87
Total COGS	171,953.99
Gross Profit	280,863.81
Expense	
60200 · Automobile Expense	13,718.61
60400 · Bank Service Charges	799.89
61700 · Computer and Internet Expenses	7,675.51
62500 · Dues and Subscriptions	251.42
63300 · Insurance Expense	7,548.34
63500 · Janitorial Expense	300.00
64000 · Licenses	1,547.18
64300 · Meals and Entertainment	19,714.22
64700 · Miscellaneous Expense	3,593.01
64900 · Office Expense	64,680.29
66400 · Parking and Tolls	100.00
66500 · Postage and Delivery	662.87
66600 · Printing and Reproduction	389.08
66700 · Professional Fees	10,525.72
67100 · Rent Expense	14,180.62
67200 · Repairs and Maintenance	40.54
68000 · Taxes	421.24
68300 · Telephone Expense	2,998.82
68400 · Travel Expense	117,560.18
69000 · Salary and Wages Expense	3,847.00
Total Expense	270,554.54
Net Ordinary Income	10,309.27
Net Income	10,309.27