

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TSC MANUFACTURING AND SUPPLY, LLC	12/30/2019
RECEIVING PARTY DATA	
Name:	CW HOLDINGS LTD
Street Address:	28029 - 108 AVENUE
City:	ACHESON, ALBERTA
State/Country:	CANADA
Postal Code:	T7X 6P7
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16624861
Application Number:	16662513
CORRESPONDENCE DATA	
Fax Number:	(703)518-5499
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	6507-001U/6507-002-TRACK
NAME OF SUBMITTER:	RONALD G. EMBRY, JR.
SIGNATURE:	/Ronald G. Embry, Jr./
DATE SIGNED:	05/22/2020
Total Attachments: 39	
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TECHNOLOGY PURCHASE AGREEMENT

THIS AGREEMENT is dated as of _____, 2019 (the "Effective Date").

AMONG:

TSC MANUFACTURING AND SUPPLY, LLC, a limited liability company with an address of 13788 West Rd., Suite #100, Houston, TX 77041 U.S.A ("TSC SUPPLY")

- and -

TSC MANUFACTURING AND SERVICES, LLC, a limited liability company with an address of 13788 West Rd., Suite #100, Houston, TX 77041 U.S.A ("TSC SERVICES")

- and -

CW MANUFACTURING LTD., a corporation with an address of 28029 – 108 Avenue, Acheson, AB T7X 6P7 Canada ("CWM")

- and --

CW HOLDINGS LTD., a corporation with an address of 28029 – 108 Avenue, Acheson, AB T7X 6P7 Canada ("CWH")

- and --

2022552 ALBERTA LTD., a corporation with an address of 2700, 10155 102 St NW, Edmonton, AB T5J 4G8 Canada ("202")

WHEREAS:

- A. TSC Services, CWH, and 202 entered into a unanimous shareholder agreement made effective as of February 14, 2017, a copy of which is attached hereto as Schedule "A" (the "**Shareholders Agreement**").
- B. TSC Supply and CWM entered into a Development and Distribution Agreement dated May 5, 2017, a copy of which is attached hereto as Schedule "B", with respect to the research and development of a Variable Stroke Pump (as defined below), and the distribution and ownership thereof (the "**Development Agreement**").
- C. The Parties desire to terminate the Shareholders Agreement and the Development Agreement, and provide for the purchase, sale, and assignment of the Purchased Assets (as defined herein), as set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sum of Two Hundred and Fifty Thousand U.S. Dollars (US\$250,000.00) to be paid by CWH directly to TSC Supply, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties agree as follows:

ARTICLE 1- INTERPRETATION

1.1 Definitions

In this agreement, in addition to terms defined elsewhere in this agreement, the following terms have the following meanings:

- 1.1.1 **"Assumed Liabilities"** has the meaning given to such term in Section 3.2 hereto.
- 1.1.2 **"Closing"** means the completion of the purchase, sale, and assignment of the Purchased Assets and payment of the Purchase Price under this agreement that will occur on the Closing Date.
- 1.1.3 **"Closing Date"** means December 31, 2019.
- 1.1.4 **"Development Agreement"** has the meaning given to such term in Recital B hereto.
- 1.1.5 **"Effective Date"** means the date set out on the top of the first page of this agreement
- 1.1.6 **"Patent Applications"** means International patent application No. PCT/US2018/039049, U.S. provisional patent application No. 62/525,499, and U.S. patent application No. 16/662,513.
- 1.1.7 **"Intellectual Property Rights"** means any and all patents, trademarks, service marks, trade names, domain names, registered designs, designs, semiconductor topography rights, database rights of unfair extraction and reutilization, goodwill and the right to sue for passing off, copyrights and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes and information, and any other protected rights and assets, and any licenses and permissions in connection with the foregoing (in each case in any part of the world, whether registered or registrable or not and if registered or registrable for their full period of registration with all extensions and renewals, and including all applications for registration or otherwise).
- 1.1.8 **"Variable Stroke Pump"** means any pump or related apparatus, methods or systems described and/or claimed in the Patent Applications.
- 1.1.9 **"Variable Stroke Pump IP"** means and any all Intellectual Property Rights associated with any Variable Stroke Pump, including any and all national phase entries, corresponding foreign filings, divisionals, continuations, continuations-in-part, renewals, reissues and extensions of the Patent Applications (as applicable) now existing or hereafter filed, issued, or acquired.
- 1.1.10 **"Parties"** means, collectively, TSC Supply, TSC Services, CWM, CWH, and 202, and **"Party"** means any one of them.
- 1.1.11 **"Purchase Price"** has the meaning given to such term in Section 4.1 hereto.
- 1.1.12 **"Purchased Assets"** means (i) the Variable Stroke Pump IP; and (ii) the Patent Applications.
- 1.1.13 **"Shareholders Agreement"** has the meaning given to such term in Recital A hereto.

ARTICLE 2- TERMINATION OF PRIOR AGREEMENTS

- 2.1 The Shareholders Agreement and the Development Agreement are hereby terminated effective on the Closing Date and shall be of no further force and effect.

ARTICLE 3- PURCHASE, SALE, AND ASSIGNMENT

3.1 Agreement of Purchase, Sale, and Assignment

Subject to the terms and conditions of this agreement, on the Closing Date, TSC Supply will sell and CWH will purchase the Purchased Assets by executing the Assignment of Inventions and Related Patent Rights attached hereto as Schedule "C". TSC Supply, TSC Services and 202 will have no ownership of the Purchased Assets.

3.2 Non-Assumption of Obligations

Effective as of, and with effect from the opening of business on, the Closing Date, CWH will assume, pay when due, perform and discharge the liabilities and obligations arising after the opening of business on the Closing Date under or with respect to the Purchased Assets and not arising from or related to any matter, thing or default existing prior to the opening of business on the Closing Date, or otherwise attributable to any period ending before the opening of business on the Closing Date (the "**Assumed Liabilities**"). Other than certain patent filing costs set out in Section 6.1, CWH will not assume any liabilities or obligations that are not Assumed Liabilities. For example and without limitation, TSC Supply is responsible for any costs incurred in connection with the Patent Applications prior to the Effective Date. TSC Supply further agrees not to incur any additional costs after the Effective Date in connection with the Patent Applications without approval of CWH, such approval not to be unreasonably withheld. TSC Supply will indemnify CWH and CWM from and against all loss, costs or damages which CWH or CWM may suffer after the Closing Date as a result of the assertion against CWH or CWM by any person, firm or corporation of any failure or alleged failure of TSC Supply to perform or satisfy any of its liabilities or obligations other than the Assumed Liabilities.

3.3 Licensing of Related Rights

In the event that, after the Closing Date, any of TSC Supply, TSC Services or 202 develop or acquire any other Intellectual Property Rights relating to Variable Stroke Pumps, TSC Supply, TSC Services and 202 agree to promptly notify CWH and enter into negotiations with CWH regarding such Intellectual Property Rights, and shall not license or transfer any such Intellectual Property Rights to any third party without first offering to license or transfer any such Intellectual Property Rights to CWH on the same terms.

ARTICLE 4- PURCHASE PRICE

4.1 Amount of Purchase Price

The aggregate purchase price payable by CWH directly to TSC Supply for the Purchased Assets (the "**Purchase Price**") will be an amount equal to \$250,000.00 (U.S Dollars).

4.2 Payment of Purchase Price

CWH will satisfy the Purchase Price at the Closing, by delivering to TSC Supply a certified cheque or bank draft, or by effecting a wire transfer of immediately available funds to an account designated in writing by TSC Supply, on the Closing Date in the amount of \$250,000.00 (U.S Dollars).

ARTICLE 5- CLOSING ARRANGEMENTS

5.1 Closing Arrangements

The Closing will occur on the Closing Date when CW will pay the Purchase Price by delivering to TSC a certified cheque or bank draft, or effecting a wire transfer, as required by Article 4.

5.2 202, TSC Supply and/or TSC Service's Deliveries

The obligation of CWM and CWH to complete the transactions contemplated by this agreement will be subject to 202, TSC Supply and TSC Services (as applicable) having delivered to CWM and CWH the following in form and substance satisfactory to CWM and CWH on or before the Closing Date, or within 30 days thereafter:

- 5.2.1 from TSC Supply, confirmation that national/regional phase entry applications based on International patent application No. PCT/US2018/039049 have been filed in Canada, the United States, Mexico, the European Patent Office, China, Russia, Australia, the United Arab Emirates, and Saudi Arabia;
- 5.2.2 from TSC Supply, a copy of a request under PCT Rule 92*bis* to change the address of TSC Supply to the address listed on page 1 of this agreement, and confirmation that such request was submitted to the International Bureau by TSC Supply during the International Phase (i.e. before December 27, 2019);
- 5.2.3 from TSC Supply, copies of executed assignments from all inventors (other than inventor Leslie Wise) transferring the Patent Applications to TSC Supply, and confirmation that such assignments have been recorded with the respective patent offices;
- 5.2.4 from TSC Supply, copies of executed declarations of inventorship from all inventors named in International patent application No. PCT/US2018/039049 and U.S. patent application No. 16/662,513 and confirmation that such declarations have been filed at the United States Patent and Trademark Office in relation to such applications (or the U.S. national phase entry application thereof).
- 5.2.5 from TSC Supply, all conveyances, bills of sale, transfers, assignments, consents and other documents necessary to transfer good and marketable title, free and clear of all liens, charges and encumbrances, in the Purchased Assets to the Buyer, including the Assignment of Inventions and Related Patent Rights attached hereto as Schedule "C"; and
- 5.2.6 from all of 202, TSC Supply and TSC Services, evidence satisfactory to CWH and CWM that all necessary corporate action, including shareholder approval, has been duly taken to approve this agreement and the completion of the transactions contemplated by this agreement.

5.3 CWM's and CWH's Deliveries

The obligation of 202, TSC Supply and TSC Services to complete the transactions contemplated by this agreement will be subject to CWH and CWM having delivered to 202, TSC Supply and TSC Services the following in form and substance satisfactory to 202, TSC Supply and TSC Services on or before the Closing Date:

- 5.3.1 evidence satisfactory to 202, TSC Supply and TSC Services that all necessary corporate action, including shareholder approval, has been duly taken to approve this agreement and the completion of the transactions contemplated by this agreement.

ARTICLE 6- POST CLOSING OBLIGATIONS

6.1 Reimbursement of Certain Patent Filing Costs

CWH agrees to reimburse TSC Supply for reasonable costs incurred by TSC Supply in connection with the national/regional phase entry applications based on International patent application No. PCT/US2018/039049 specified in Section ~~5.2.15-2.2~~. In order to be reimbursed for any such costs, TSC Supply will provide CWH with advance quotes for approval by CWH, such approval not to be unreasonably withheld, and provide CWH with copies of the relevant invoices.

6.2 Continuing Engineering

TSC Supply agrees to provide engineering services to CWH to complete the engineering of the Variable Stroke Pump and a related technical review.

6.3 Compensation

CWH agrees to reimburse TSC Supply for reasonable costs incurred by TSC Supply in conducting the continuing engineering referenced in Section 6.2. In order to be reimbursed for any such costs, TSC Supply will provide CWH with a cost estimate for TSC Supply's services for prior approval by CWH, such approval not to be unreasonably withheld. CWH will pay for such services on receipt of an invoice from TSC Supply in accordance with the cost estimate.

6.4 Completion of Engineering

The Parties contemplate that the engineering referenced in Section 6.2 will be completed by January 31, 2020, and that the technical review will be completed by February 7, 2020.

ARTICLE 7- TAXES

7.1 Taxes

TSC Supply will pay all taxes relating to the Purchased Assets that arise before, or are related to a period of time before, the Closing Date.

ARTICLE 8- REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 TSC Supply's Representations, Warranties and Covenants

TSC Supply represents, warrants and covenants to the other Parties that:

- 8.1.1 TSC Supply is a company duly incorporated and validly existing under the laws of Texas, U.S.A.;
- 8.1.2 TSC Supply has the corporate power to enter into and perform its obligations under this agreement;
- 8.1.3 the execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action (including shareholder approval) on the part of TSC Supply;
- 8.1.4 this agreement has been duly and validly executed and delivered by TSC Supply and constitutes a legal, valid and binding obligation of TSC Supply, enforceable against it in accordance with its terms;

- 8.1.5 TSC Supply is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this agreement by TSC Supply or the performance of its obligations under this agreement;
- 8.1.6 TSC Supply is the sole beneficial owner of its right, title, and interest in the Purchased Assets as set out herein, and it has full right to convey such entire right, title, and interest free and clear of all liens, charges and encumbrances and at the Closing, TSC Supply will have the absolute and exclusive right to sell the Purchased Assets to CWH as contemplated by this agreement;
- 8.1.7 Other than the Purchased Assets, TSC Supply does not own, control or have any interest in any Intellectual Property Rights which may be necessary for CWH to manufacture and sell Variable Stroke Pumps and fully exploit the Variable Stroke Pump IP anywhere in the world;
- 8.1.8 All fees for the grant, renewal or maintenance of the Variable Stroke Pump IP have been paid on or before the date(s) such fees were due. No circumstance exists which might lead to the cancellation, forfeiture, lapse, unenforceability, abandonment or modification of the Intellectual Property Rights;
- 8.1.9 to the knowledge of TSC Supply, TSC Supply's use of the Purchased Assets does not, and CWH's use of the Purchase Assets after Closing will not, conflict with, infringe upon or violate and is not alleged by any person to conflict with, infringe upon, misappropriate, or violate, the intellectual property rights of any other person;
- 8.1.10 to the knowledge of TSC Supply, there is no unauthorized use, disclosure, infringement or misappropriation by any third party of any of the Purchased Assets, and the Purchased Assets are not the subject of any current or threatened claim, opposition, attack or unauthorised use;
- 8.1.11 TSC Supply has not:
- 8.1.11.1 granted any licences or assignments under or in respect of any of Variable Stroke Pump IP; nor
 - 8.1.11.2 disclosed or provided to any person (other than an employee under enforceable obligations of confidence) any confidential or secret material in which any Variable Stroke Pump IP exist,
- and no third party has been authorized to make any use whatsoever of the Variable Stroke Pump IP.
- 8.1.12 TSC Supply has taken reasonable steps to maintain the secrecy of all confidential information of TSC pertaining to the Purchased Assets;
- 8.1.13 no person (other than CWH under this agreement) has any agreement, option, right or privilege capable of becoming an agreement or option for the purchase or other acquisition of any of the Purchased Assets;
- 8.1.14 there is no action, litigation or other proceeding in progress, pending or threatened against TSC Supply in relation to the Purchased Assets;
- 8.1.15 to the knowledge of TSC Supply, there are no grounds on which any action, litigation or other proceeding relating to the Purchased Assets might be commenced;

- 8.1.16 Upon Closing, TSC Supply knowingly waives all of its moral rights, and shall cause its employees to waive all of their moral rights, in the Variable Stroke Pump IP, if any, and no moral rights have been asserted or, so far as TSC Supply is aware, are likely to be asserted which would adversely affect CWH's use or exploitation of the Variable Stroke Pump IP;
- 8.1.17 TSC Supply will not at any time challenge or participate directly or indirectly in a challenge to CWH's claim to any present or future rights in and to any of the Purchased Assets;
- 8.1.18 TSC Supply will not use any aspect of the Variable Stroke Pump IP without prior written consent and license from CWH;
- 8.1.19 the representations and warranties contained in this Section 8.1 will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

8.2 TSC Services' Representations, Warranties and Covenants

TSC Services represents, warrants and covenants to the other Parties that:

- 8.2.1 TSC Services is a company duly incorporated and validly existing under the laws of Texas, U.S.A.;
- 8.2.2 TSC Services has the corporate power to enter into and perform its obligations under this agreement;
- 8.2.3 the execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action (including shareholder approval) on the part of TSC Services;
- 8.2.4 this agreement has been duly and validly executed and delivered by TSC Services and constitutes a legal, valid and binding obligation of TSC Services, enforceable against it in accordance with its terms;
- 8.2.5 TSC Services is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this agreement by TSC Services or the performance of its obligations under this agreement;
- 8.2.6 TSC Supply is the sole beneficial owner of its right, title, and interest in the Purchased Assets as set out herein, and it has full right to convey such entire right, title, and interest free and clear of all liens, charges and encumbrances and at the Closing, TSC Supply will have the absolute and exclusive right to sell the Purchased Assets to CWH as contemplated by this agreement;
- 8.2.7 Other than the Purchased Assets, TSC Services does not own, control or have any interest in any Intellectual Property Rights which may be necessary for CWH to manufacture and sell Variable Stroke Pumps and fully exploit the Variable Stroke Pump IP anywhere in the world;
- 8.2.8 All fees for the grant, renewal or maintenance of the Variable Stroke Pump IP have been paid on or before the date(s) such fees were due. No circumstance exists which might lead to the cancellation, forfeiture, lapse, unenforceability, abandonment or modification of the Variable Stroke Pump IP;
- 8.2.9 to the knowledge of TSC Services, TSC Supply's use of the Purchased Assets does not, and CWH's use of the Purchase Assets after Closing will not, conflict with, infringe upon or violate and is not alleged by any person to conflict with, infringe upon, misappropriate, or violate, the intellectual property rights of any other person;

- 8.2.10 to the knowledge of TSC Services, there is no unauthorized use, disclosure, infringement or misappropriation by any third party of any of the Purchased Assets, and the Purchased Assets are not the subject of any current or threatened claim, opposition, attack or unauthorised use;
- 8.2.11 TSC Services has not:
- 8.2.11.1 granted any licences or assignments under or in respect of any of Variable Stroke Pump IP; nor
 - 8.2.11.2 disclosed or provided to any person (other than an employee under enforceable obligations of confidence) any confidential or secret material in which any Variable Stroke Pump IP exist,
- and no third party has been authorized to make any use whatsoever of the Variable Stroke Pump IP.
- 8.2.12 TSC Services has taken reasonable steps to maintain the secrecy of all confidential information of TSC pertaining to the Purchased Assets;
- 8.2.13 no person (other than CWH under this agreement) has any agreement, option, right or privilege capable of becoming an agreement or option for the purchase or other acquisition of any of the Purchased Assets;
- 8.2.14 there is no action, litigation or other proceeding in progress, pending or threatened against TSC Services in relation to the Purchased Assets;
- 8.2.15 to the knowledge of TSC Services, there are no grounds on which any action, litigation or other proceeding relating to the Purchased Assets might be commenced;
- 8.2.16 Upon Closing, TSC Services knowingly waives all of its moral rights, and shall cause its employees to waive all of their moral rights, in the Variable Stroke Pump IP, if any, and no moral rights have been asserted or, so far as TSC Services is aware, are likely to be asserted which would adversely affect CWH's use or exploitation of the Variable Stroke Pump IP;
- 8.2.17 TSC Services will not at any time challenge or participate directly or indirectly in a challenge to CWH's claim to any present or future rights in and to any of the Purchased Assets;
- 8.2.18 TSC Services will not use any aspect of the Variable Stroke Pump IP without prior written consent and license from CWH;
- 8.2.19 the representations and warranties contained in this Section 8.2 will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

8.3 202's Representations and Warranties

202 represents and warrants to the other Parties that:

- 8.3.1 202 is a company duly incorporated and validly existing under the laws of Alberta, Canada;
- 8.3.2 202 has the corporate power to enter into and perform its obligations under this agreement;
- 8.3.3 the execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action (including shareholder approval) on the part of 202;

- 8.3.4 this agreement has been duly and validly executed and delivered by 202 and constitutes a legal, valid and binding obligation of 202, enforceable against it in accordance with its terms;
- 8.3.5 202 is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this agreement by 202 or the performance of its obligations under this agreement;
- 8.3.6 TSC Supply is the sole beneficial owner of its right, title, and interest in the Purchased Assets as set out herein, and it has full right to convey such entire right, title, and interest free and clear of all liens, charges and encumbrances and at the Closing, TSC Supply will have the absolute and exclusive right to sell the Purchased Assets to CWH as contemplated by this agreement;
- 8.3.7 Other than the Purchased Assets, 202 does not own, control or have any interest in any Intellectual Property Rights which may be necessary for CWH to manufacture and sell Variable Stroke Pumps and fully exploit the Variable Stroke Pump IP anywhere in the world;
- 8.3.8 All fees for the grant, renewal or maintenance of the Variable Stroke Pump IP have been paid on or before the date(s) such fees were due. No circumstance exists which might lead to the cancellation, forfeiture, lapse, unenforceability, abandonment or modification of the Variable Stroke Pump IP;
- 8.3.9 to the knowledge of 202, TSC Supply's use of the Purchased Assets does not, and CWH's use of the Purchase Assets after Closing will not, conflict with, infringe upon or violate and is not alleged by any person to conflict with, infringe upon, misappropriate, or violate, the intellectual property rights of any other person;
- 8.3.10 to the knowledge of 202, there is no unauthorized use, disclosure, infringement or misappropriation by any third party of any of the Purchased Assets, and the Purchased Assets are not the subject of any current or threatened claim, opposition, attack or unauthorised use;
- 8.3.11 202 has not:
- 8.3.11.1 granted any licences or assignments under or in respect of any of Variable Stroke Pump IP; nor
 - 8.3.11.2 disclosed or provided to any person (other than an employee under enforceable obligations of confidence) any confidential or secret material in which any Variable Stroke Pump IP exist,
- and no third party has been authorized to make any use whatsoever of the Variable Stroke Pump IP.
- 8.3.12 202 has taken reasonable steps to maintain the secrecy of all confidential information of 202 pertaining to the Purchased Assets;
- 8.3.13 no person (other than CWH under this agreement) has any agreement, option, right or privilege capable of becoming an agreement or option for the purchase or other acquisition of any of the Purchased Assets;
- 8.3.14 there is no action, litigation or other proceeding in progress, pending or threatened against 202 in relation to the Purchased Assets;

- 8.3.15 to the knowledge of 202, there are no grounds on which any action, litigation or other proceeding relating to the Purchased Assets might be commenced;
- 8.3.16 Upon Closing, 202 knowingly waives all of its moral rights, and shall cause its employees to waive all of their moral rights, in the Variable Stroke Pump IP, if any, and no moral rights have been asserted or, so far as 202 is aware, are likely to be asserted which would adversely affect CWH's use or exploitation of the Variable Stroke Pump IP;
- 8.3.17 202 will not at any time challenge or participate directly or indirectly in a challenge to CWH's claim to any present or future rights in and to any of the Purchased Assets;
- 8.3.18 202 will not use any aspect of the Variable Stroke Pump IP without prior written consent and license from CWH;
- 8.3.19 the representations and warranties contained in this Section 8.3 will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

8.4 CWM's Representations and Warranties

CWM represents and warrants to the other Parties that:

- 8.4.1 CWM is a corporation duly incorporated and validly existing under the laws of Alberta, Canada;
- 8.4.2 CWM has the corporate power to enter into and perform its obligations under this agreement;
- 8.4.3 the execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action on the part of CWM;
- 8.4.4 this agreement has been duly and validly executed and delivered by CWM and constitutes a legal, valid and binding obligation of CWM, enforceable against it in accordance with its terms;
- 8.4.5 CWM is not party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this agreement CWM or the performance of its obligations under this agreement; and
- 8.4.6 the representations and warranties contained in this Section 8.4 will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

8.5 CWH's Representations and Warranties

CWH represents and warrants to the other Parties that:

- 8.5.1 CWH is a corporation duly incorporated and validly existing under the laws of Alberta, Canada;
- 8.5.2 CWH has the corporate power to enter into and perform its obligations under this agreement;
- 8.5.3 the execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action on the part of CWH;
- 8.5.4 this agreement has been duly and validly executed and delivered by CWH and constitutes a legal, valid and binding obligation of CWH, enforceable against it in accordance with its terms;
- 8.5.5 CWH is not party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be

violated, contravened or infringed by the execution and delivery of this agreement CWH or the performance of its obligations under this agreement; and

- 8.5.6 the representations and warranties contained in this Section 8.5 will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

ARTICLE 9- COVENANTS

9.1 Conduct of Business Before Closing

During the period beginning on the Effective Date and ending on the Closing Date, TSC Supply, TSC Services, and 202 will not sell, dispose of, license, or encumber any of the Purchased Assets.

9.2 Risk of Loss

All of the Purchased Assets will be and remain at the risk of TSC Supply until the completion of the transactions contemplated by this agreement and TSC Supply will give all notices and present all claims under any and all insurance policies in due and timely fashion. If the Purchased Assets to be purchased under this agreement, or any substantial part of them, should be cancelled, abandoned, or similar, before the completion of the transactions contemplated by this agreement, CWH will have the option to terminate this agreement or complete the purchase and have any and all proceeds of insurance paid to it.

9.3 Publicity and Confidentiality

The Parties shall jointly plan and co-ordinate any public notices, press releases, and any other publicity concerning the purchase, sale and assignment of the Purchased Assets contemplated by this agreement and no Party shall act in this regard without the prior approval of the other Parties, such approval not to be unreasonably withheld, delayed or subjected to any conditions. Unless otherwise agreed in writing, each Party confirms that it will not disclose any details of this agreement to any third party other than to such Party's respective shareholders and representatives (including professional advisors and employees) on a need to know basis and further each Party agrees to keep confidential all data, documents and notes or information obtained about any of the other Parties and, upon termination of this agreement, to return all such data, documents and notes or information to the other Party or Parties, as applicable, and to destroy any copies or duplicated thereof. This clause does not apply to information that is in the public domain or obtained from third parties not subject to a confidentiality agreement. Each Party is responsible for any breach by its representatives. This section exists in addition to any existing confidentiality agreements.

ARTICLE 10- SURVIVAL, INDEMNIFICATION AND CONDITIONS

10.1 Survival

All of the representations, warranties and covenants in this agreement will survive the Closing.

10.2 Mutual Indemnifications for Breaches of Warranty, etc.

Each Party agrees that if it fails to observe or perform any covenant or obligation, or breaches any representation and warranty, contained in this agreement, it will indemnify and hold harmless the other Parties from and against the full amount of any loss directly incurred by the other Parties.

The rights of indemnity in this Section 10.2 are the sole and exclusive remedy through which any Party may seek any legal remedy or make any claim for any loss, liability, damage, cost, expense, charge, fine, penalty

or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, punitive damages, fines, penalties and professional fees and disbursements, suffered or incurred in connection with the transactions contemplated by this agreement or by any agreement or other document delivered pursuant to this agreement.

10.3 Conditions

All representations, warranties and covenants in this agreement may, at the option of the Party to which they are given, be treated as conditions, the breach of any of which will entitle that Party to terminate this agreement.

ARTICLE 11—TERMINATION RIGHTS

11.1 Termination Rights

This agreement, with respect to the purchase, sale, and assignment of the Purchased Assets (but not the termination of the Shareholders Agreement and Development Agreement), may be terminated by mutual written agreement of the Parties. This agreement with respect to the purchase, sale, and assignment of the Purchased Assets (but not the termination of the Shareholders Agreement and Development Agreement), may also be terminated by notice in writing given to the other Parties

11.1.1 by CWH or CWM, if 202 or TSC Supply or TSC Services is in breach or default of any representation, warranty, covenant or obligation in any material respect under this agreement and such Party fails to cure such breach or default within thirty (30) calendar days after written notice from CWM or CWH or where such breach or default is not capable of being cured within such thirty (30) calendar day period, such Party has not taken active steps to cure such breach or default (provided that such cure period shall only be extended for the period of time as is reasonable given the nature of the breach); and

11.1.2 by 202 or TSC Supply or TSC Services, if CWH or CWM is in breach or default of any other representation, warranty, covenant or obligations in any material respect under this and fails to cure such breach or default within thirty (30) calendar days after written notice from 202 or TSC Supply or TSC Services or where such breach or default is not capable of being cured within such thirty (30) calendar day period, CWH or CWM has not taken active steps to cure such breach or default (provided that such cure period shall only be extended for the period of time as is reasonable given the nature of the breach).

ARTICLE 12—GENERAL

12.1 Governing Law

This agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province, without regard to any conflict of laws provisions.

12.2 Entire Agreement

This agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this agreement except as specifically set out in this agreement. No Party has been induced to enter into this agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty,

representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this agreement.

12.3 Time of Essence

Time is of the essence in all respects of this agreement.

12.4 Further Assurances

Each of the Parties, upon the request of another Party or Parties, whether before or after the Closing Date, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to complete and give full effect to the transactions contemplated by this agreement.

12.5 Assignment and Enurement

Neither this agreement nor any right or obligation under this agreement may be assigned by a Party without the prior consent of the other Parties, with the exception of the license granted to CWH in Section 3.3. This agreement enures to the benefit of and is binding upon the Parties and their respective successors and assigns.

12.6 Taxes & Currency

Unless otherwise stated, all dollar amounts in this agreement are in U.S. currency and are inclusive of GST, PST, HST and any other sales, use, goods and services, harmonized or other sales tax or applicable taxes.

12.7 Counterparts and Electronic Delivery

This agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

12.8 Independent Legal Advice

Each of the Parties acknowledges that it has read and understands the terms and conditions of this agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other Party to this agreement from seeking, any independent legal advice which it considered necessary before the execution and delivery of this agreement and that, if it did not avail itself of that opportunity before signing this agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this agreement.

[Signature page follows]

Each of the Parties has executed and delivered this agreement as of the date first written above.

TSC MANUFACTURING AND SUPPLY, LLC

Per: _____

Name: Michael Zhang
Title: President

12.30.19

TSC MANUFACTURING AND SERVICES LLC

Per: _____

Name: Michael Zhang
Title:

12.30.19

CW MANUFACTURING LTD.

Per: _____

Name:
Title:

CW HOLDINGS LTD.

Per: _____

Name:
Title:

2022552 ALBERTA LTD.

Per: _____

Name:
Title:

12.30.19

PATENT

REEL: 052741 FRAME: 0899

Each of the Parties has executed and delivered this agreement as of the date first written above.

TSC MANUFACTURING AND SUPPLY, LLC

Per: 

Name: Michael Zhang
Title: President

12.30.19

TSC MANUFACTURING AND SERVICES LLC

Per: 

Name: Michael Zhang
Title:

12.30.19

CW MANUFACTURING LTD.

Per: 

Name:
Title:

CW HOLDINGS LTD.

Per: 

Name:
Title:

2022552 ALBERTA LTD.

Per: 

Name:
Title:

SCHEDULE "A"
SHAREHOLDERS AGREEMENT

See attached.

THIS AGREEMENT made effective the 14th day of February, 2017.

BETWEEN:

TSC MANUFACTURING AND SERVICES, LLC,
a body corporate, incorporated under the laws of the State of Texas
(hereinafter called "TSC")

OF THE FIRST PART

- and -

CW HOLDINGS LTD.,
a body corporate, incorporated under the laws of the Province of Alberta
(hereinafter called "CW")

OF THE SECOND PART

- and -

2022552 ALBERTA LTD.,
a body corporate, incorporated under the laws of the Province of Alberta,
and carrying on business in the Province of Alberta

(hereinafter called the "Corporation")

OF THE THIRD PART

WHEREAS:

(a) The Parties wish to enter into this Agreement for the purpose of defining and qualifying certain of their respective rights and obligations to each other and certain terms and conditions under which they will carry on their activities under the corporate structure of the Corporation; and

(b) The issued and outstanding shares of the Corporation are as follows:

TSC	51 Class "A" Shares
CW	49 Class "A" Shares

(c) TSC and CW desire to establish and determine their rights and obligations as holders of all of the issued and outstanding shares of the Corporation; and

(d) It is the intention of the Parties that this be a unanimous shareholders agreement within the meaning of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended.

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar, now paid by each of the Parties hereto to the other, receipt of which is hereby acknowledged by each of the Parties hereto, and for other good and valuable consideration, it is agreed by and among the Parties hereto as follows:

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ARTICLE I

DEFINITIONS AND INTERPRETATIONS

- 1.01 (a) "Act" means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended from time to time and every statute that may be substituted therefore, and in the case of any such amendment and substitution, any reference in this Agreement to the Act, shall be read as referring to the amended or substituted provisions thereof;
- (b) "Articles" means the Articles of the Corporation as amended from time to time;
- (c) "By-laws" means any By-laws of the Corporation from time to time in force and effect;
- (d) "Directors" means the persons who are, from time to time, in accordance with the terms of this Agreement, duly elected or appointed Directors of the Corporation;
- (e) "Officer" means any Officer of the Corporation;
- (f) "Parties" means the Parties named or referred to on the first and second pages of this Agreement and includes any person who may hereafter execute a counter-part of this Agreement upon becoming a Shareholder;
- (g) "Secretary-Treasurer" means the Secretary-Treasurer of the Corporation and if there is no Secretary-Treasurer, then the President of the Corporation;
- (h) "Subject Shares" means all of the issued and outstanding shares of the Corporation as referred to in the preamble hereof and owned by TSC and CW;
- (i) "Shareholder" means any person who is either an owner or registered holder of a Subject Share.

CONSTRUCTION

- 1.02 Words importing the singular only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include corporations, partnerships, syndicates, trusts, and any number of aggregate persons.

DEFINED TERMS

- 1.03 Words and phrases used in this Agreement and not defined herein have the same meaning as assigned to them in the Act.

ARTICLE II

IMPLEMENTATION OF AGREEMENT

- 2.01 Each of the Shareholders shall vote or cause to be voted the Subject Shares owned by it in such a way as to
- (a) fully implement the terms and conditions of this Agreement; and

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- (b) remove a Director if he for any reason refuses to exercise his discretion in accordance with the terms of this Agreement; and
- (c) elect Menggui Zhang and Keith Frieser as Directors of the Corporation.

DEEMED CONSENT

- 2.02 Each of the Shareholders
- (a) consents to a transfer of shares pursuant to this Agreement and waives any restriction on the transfer of shares of the Corporation contained in its Articles or By-laws to the extent necessary to allow a transfer of shares pursuant to this Agreement; and
 - (b) agrees that shares shall not be transferred outside of the terms of this Agreement.

CONFLICT

- 2.03 In the event of any conflict between the provisions of this Agreement and the Articles or By-laws of the Corporation, the provisions of this Agreement shall govern. Each of the Shareholders agrees to vote or cause to be voted the Subject Shares owned by him so as to cause the Articles, or By-laws, or both, to be amended to resolve any such conflict in favour of the provisions of this Agreement.

ARTICLE III FINANCING

INDEMNIFICATION

- 3.01 The Shareholders covenant and agree with each other that notwithstanding any joint and several liability that might arise through the operation of the Corporation, whether by personal guarantee, indemnity, or otherwise, to indemnify each other in the proportion of the Subject Shares held by each Shareholder. It is further agreed that should one of the Shareholders be required to pay more than its proportionate share, then the remaining Shareholder shall be indebted to the other Shareholder for the indebted Shareholder's proportionate share of the overpayment, which debt shall be due and payable forthwith and bear interest at a rate equal to 3% per annum above the Bank of Canada rate as set from time to time by the Bank of Canada from the date of contribution to payment in full both before and after judgment.

SUBORDINATION

- 3.02 Each of the Shareholders agrees, at the request of the Directors, to subordinate any indebtedness of the Corporation to themselves and security therefor in favour of any bank or lending institution providing financing to the Corporation.

DIRECTORS' INDEMNITY

- 3.03 Each of the Shareholders covenants and agrees to indemnify and save harmless each of the Directors of the Corporation and his personal representatives from and against all costs, charges and expenses, including legal fees on a solicitor and his own client basis sustained or incurred by each such Director in respect of any matter by reason of the exercise or purported exercise by the Directors, or any of them, of the rights, powers, duties and liabilities expressed herein to be assumed by the Shareholders of the Corporation.

ARTICLE IV
DIRECTORS, OFFICERS AND EMPLOYEES OF THE CORPORATION

BOARD OF DIRECTORS

- 4.01 The Board of Directors of the Corporation shall consist of Menggui Zhang and Keith Frieser.

QUORUM

- 4.02 Two (2) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

VOTING

- 4.03 Except as otherwise required by law or by this Agreement, questions arising at any meeting of the Directors shall be decided unanimously.

OFFICERS

- 4.04 Unless the Shareholders otherwise unanimously agree, Menggui Zhang shall be the President and Keith Frieser shall be the Secretary-Treasurer.

ARTICLE V
SHAREHOLDERS

SPECIAL MEETINGS

- 5.01 The Directors may call a special meeting of the Shareholders at any time and shall do so, on the request of one of the Officers.

PLACE OF MEETINGS

- 5.02 A quorum for the transaction of business at any meeting of the Shareholders shall be the holders of 100% of the Subject Shares.

VOTING

- 5.03 At any meeting of Shareholders, every question shall, unless otherwise required by the Articles or By-laws, or by this Agreement, be determined by the majority of the votes cast on the question.

COMMUNICATION FACILITIES

- 5.04 The Shareholders do hereby consent to a Shareholder or any other person entitled to attend a meeting of the Shareholders participating in the meeting by means of telephone or other communication facilities that permit all persons participating at the meeting to hear each other.

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ARTICLE VI
CONDUCT OF THE BUSINESS OF THE CORPORATION

CONDUCT

- 6.01 Unless otherwise agreed to by the Shareholders holding 100% of the Subject Shares the Shareholders shall not vote their Subject Shares in favour of causing or permitting the Corporation or any of its subsidiaries, or directing the Board of Directors of the Corporation or any of its subsidiaries to authorize the Corporation or any of its subsidiaries to:
- (a) take or institute any proceedings for the winding-up, reorganization or dissolution of the Corporation or any subsidiary;
 - (b) amalgamate or merge the Corporation with any other person;
 - (c) increase or decrease the authorized or issued capital of the Corporation or alter the capital structure in any way;
 - (d) declare or pay any dividends on any classes of shares of the Corporation;
 - (e) sell, lease or exchange all or substantially all of the property of the Corporation other than in the ordinary course of business;
 - (f) repay any advances made by the Corporation to Shareholders;
 - (g) make any material change in the business of the Corporation;
 - (h) provide financial assistance, whether by guarantee or otherwise, to any Shareholder or any person, firm or corporation not dealing at arm's length with any Shareholder;
 - (i) develop new products, applications, processes or other intellectual property, or apply for any patent or other protection of proprietary information with respect to the same;
 - (j) purchase a capital asset at a cost of more than \$100,000.00; or
 - (k) repay any shareholders loans.

CONSENTING AGREEMENT

- 6.02 The execution of any written agreement or shareholders' resolution by the required Shareholders shall constitute the consenting agreement of the Shareholders contemplated in this Article VI.

INTELLECTUAL PROPERTY AND PATENTS

- 6.03 The Shareholders acknowledge and agree, each with the other, that the Corporation has been incorporated to hold any and all intellectual property which the Shareholders may develop jointly or in consultation with one another ("Joint Intellectual Property"). In particular, and without restriction to future developments or projects, the Shareholders acknowledge and agree that the variable stroke pump (the "Variable Stroke Pump") which the Shareholders are developing, and which will be used in the hydraulic fracking industry, and any intellectual property or intellectual property right that may be derived directly or indirectly by a Shareholder in connection with the Variable Stroke Pump, will be Joint Intellectual Property and will be owned by the Corporation. Each Shareholder agrees to execute such documents, instruments and other writings as may be necessary, desirable or appropriate to protect, document and evidence the Corporation's right of ownership in and to the Variable Stroke Pump and any other Joint Intellectual Property which the Shareholders may develop jointly or in consultation with one another. Notwithstanding the foregoing, the Shareholders agree that each shall fully retain such

intellectual property as it possessed prior to the date of this Agreement and which is not Joint Intellectual Property.

ARTICLE VII

SHOT GUN BUY-SELL

- 7.01 If after the first (1st) anniversary of the date of execution of this Agreement, but not before that date, a Shareholder desires to terminate his association with the other, an offer may be made under this Agreement by such Shareholder to the other Shareholder in the form of the Offer set out in Schedule "A" hereto. For the purposes of this section, an "Offer" means a written offer by one Shareholder (herein referred to as the "Offeror") (a) to purchase (the "Purchase Offer") all, but not less than all, of the Subject Shares of the Corporation beneficially owned by the other Shareholder (herein referred to as the "Offeree") and (b) to sell (the "Sale Offer") to the other Shareholder all, but not less than all, of the Subject Shares beneficially held by the Offeror. Upon an Offer being received by the other Shareholder and pending completion of the transactions contemplated therein, none of the Shareholders shall do or cause to be done or permit the Corporation to do anything except in the ordinary and usual course of business of the Corporation.
- 7.02 The Offer shall stipulate the purchase price per share for the Subject Shares to be purchased or sold thereunder and the Offer shall also contain such other terms and conditions as may be necessary or appropriate with respect to the transactions contemplated therein, provided that none of such terms and conditions shall conflict in any way with the provisions of this Agreement.
- 7.03 For the purpose of determining the amount and manner of payment of the purchase price payable under the Offer, the parties hereto agree as follows:
- (a) the price per share shall be the same in the Purchase Offer as the Sale Offer;
 - (b) the purchase price for the Subject Shares shall be paid on the Closing Date as defined in paragraph 7.07.
- 7.04 The Offeree shall, within ninety (90) days following the date on which the Offer is received by the Offeree, accept either the Purchase Offer, by giving to the Offeror an acceptance in the form set out in Schedule "B" hereto, or, alternatively the Sale Offer, by giving to the Offeror an acceptance in the form set out in Schedule "C" hereto. If the Offeree does not accept either the Purchase Offer or the Sale Offer within the specified time, the Offeree shall be deemed for all purposes to have accepted the Purchase Offer.
- 7.05 An Offer made pursuant to this Article shall be delivered to the Offeree, and a copy mailed or delivered to the Corporation's solicitors, and shall be accompanied by a certified cheque drawn in favour of the Corporation's solicitors, in trust, as a deposit, in an amount equal to ten (10%) per cent of the total purchase price offered for the Subject Shares of the Offeree. The deposit moneys shall be placed in an account with the bank of the Corporation's solicitors, to be credited on account of the purchase price in the event the Offeree accepts the Purchase Offer, or to be returned without deduction in the event the Offeree accepts the Sale Offer, in which case the Offeree accepting the Sale Offer shall deliver in its place his certified cheque drawn in favour of the Corporation's solicitors, in trust, as a deposit in an account equal to ten (10%) per cent of the total purchase price for all shares to be purchased by such Offeree. The solicitors receiving such funds shall immediately deposit same in a trust account maintained with the solicitors' bank. The funds so received in trust as a deposit shall be applied against the

purchase price and shall be delivered on closing. If the purchasing Shareholder fails to complete the purchase, the selling Shareholder may retain such deposit and any resulting interest as liquidated damages and not as a penalty.

- 7.06 Upon the formation of a contract by an acceptance or deemed acceptance of either the Purchase Offer or the Sale Offer, the Shareholder agreeing to purchase (the "Purchaser") shall be obligated to purchase and the Shareholder agreeing to sell (the "Vendor") shall be obligated to convey, transfer and assign to the Purchaser all of the Subject Shares beneficially held by the Vendor, at and for the price set out in the Offer and in accordance with the terms and conditions set out therein and in this Agreement.
- 7.07 The completion of the purchase and sale transaction pursuant to this Article shall be at any date (for the purposes of Article VII the "Closing Date"), time and place mutually agreed upon by the Shareholders to occur within one hundred and twenty (120) days of the formation of a contract hereunder. Should the Shareholders be unable to agree mutually, then the completion of the sale shall take place at the offices of the Corporation's solicitors at 10:00 a.m. on the one hundred and twentieth (120th) day following the date on which the contract was formed. In the event the said one hundred and twentieth (120th) day falls on a weekend or statutory holiday, the Closing Date shall be the next following business day.
- 7.08 On such Closing Date, the Corporation shall also pay and discharge all debts owed by the Corporation to the Shareholder whose Subject Shares are being sold and all accrued amounts in respect of salaries, unpaid dividends, and any interest thereon owing by the Corporation, or alternatively, if agreed upon by the Purchasing Shareholder, the Vendor's Shareholder's loan account shall be assigned to the Purchaser and the Purchaser shall pay the amount of same to the Vendor.

ARTICLE VIII **TRANSFER BY OPERATION OF LAW**

DISPOSITION

- 8.01 For the purposes of this Article VIII, "Disposition" shall be deemed to mean any of the following occurrences in relation to a Shareholder, namely:
- (a) the Shareholder or the shareholder of a Shareholder is petitioned into bankruptcy or makes an assignment for the benefit of its creditors;
 - (b) the Shareholder's Subject Shares or the shares of a Shareholder are seized or attached in any way for the payment of any judgment or order;
 - (c) the Subject Shares or the shares of a Shareholder are transferred to a person other than an affiliate (as that term is defined in the Act) of such Shareholder.

OPTION

- 8.02 The Disposition by a Shareholder (herein referred to as the "Disposing Shareholder") of his Subject Shares or any portion thereof shall be deemed to be a grant to the Corporation of an option to purchase the Subject Shares affected. The option period shall be ninety (90) days and shall commence to run from the date upon which the Corporation receives actual notice of the Disposition upon which the option arises. Notice of exercise of the option shall be by written notice. Any transaction arising out of this Article VIII shall be closed at a place mutually agreed upon by the Shareholders

failing which it shall be closed at the office of the Corporation's solicitors commencing at 10:00 a.m. on the ninetieth (90th) day following the date upon which the Corporation receives actual notice of the Disposition (for the purposes of Article VIII the "Closing Date") upon which the option arises. In the event that the said ninetieth (90th) day falls on a weekend or statutory holiday, the closing date shall be the next following business day. The Corporation shall advise each of the Shareholders in writing at their last known address of the date upon which the Corporation has received actual notice and the date upon which the closing is to take place.

- 8.03 On the Closing Date, the Disposing Shareholder shall deliver to the Corporation duly endorsed transfers of the Subject Shares being purchased with good title thereto and free and clear of any lien, claim, encumbrance, equity or charge whatsoever against payment by the Corporation of the purchase price in cash or by solicitor's trust cheque. On such Closing Date, the Corporation shall also pay and discharge all debts owing by the Corporation to the Disposing Shareholder and all accrued amounts in respect of salaries, unpaid dividends, and any interest thereon owing by the Corporation.

PURCHASE PRICE

- 8.04 The purchase price payable by the Corporation to the Disposing Shareholder for the Subject Shares being purchased under this Article VIII shall be the fair market value thereof as determined either:

(a) by the agreement of the Shareholders from time to time; or
(b) if the Shareholders are unable to agree as to the fair market value, then forthwith by a chartered business valuator who is independent of the Corporation and is duly licensed to practice in the Province of Alberta (in this Article referred to as the "CBV"), who shall be appointed by the parties to the purchase and sale, acting jointly. Failing such joint appointment of the CBV, any of the parties to the purchase and sale may apply to a Justice of the Court of Queen's Bench of Alberta for appointment of the CBV. In determining the fair market value of the Shares, the CBV shall act as an expert, not as an arbitrator, and shall:

- (i) not take into account goodwill;
- (ii) not have regard to the fact that the shareholdings constitute a minority or majority interest;
- (iii) substitute the fair market value for the historical or depreciated value of the assets of the Corporation, and in that regard shall obtain such appraisals as the CBV deems necessary; and
- (iv) in all other respects apply generally accepted accounting and business valuation principles.

The expense of such determination of fair market value shall be borne equally by the parties to the purchase and sale of Shares, unless otherwise provided in this Agreement.

ARTICLE IX GENERAL

DURATION OF AGREEMENT

- 9.01 This Agreement shall continue in full force and effect until terminated by agreement between the Shareholders except with respect to the provisions of Articles VII and VIII which shall terminate in accordance with the provisions contained therein.

ENDORSEMENT ON SHARE CERTIFICATES

- 9.02 Any and all certificates representing Subject Shares now or hereafter owned by the Shareholders during the currency of this Agreement (whether such Subject Shares are issued initially or with respect to transfer or otherwise) shall have endorsed thereon in bold type the following legend:

"THE SUBJECT SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF A UNANIMOUS SHAREHOLDERS' AGREEMENT MADE EFFECTIVE THE ____ DAY OF _____, 2017 AMONG TSC MANUFACTURING AND SUPPLY, LLC, CW MANUFACTURING LTD. AND 2022552 ALBERTA LTD. AND SUCH SUBJECT SHARES ARE NOT TRANSFERRABLE ON THE BOOKS OF THE CORPORATION EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF SUCH AGREEMENT."

ARBITRATION

- 9.03 In the event that any disagreement arises between the Parties with reference to this Agreement or any matter arising hereunder and upon which the Parties cannot agree, then any such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act or other similar legislation in force in the Province of Alberta from time to time.

INDEMNITY

- 9.04 The Corporation does hereby covenant and agree to indemnify and save harmless the Directors and their personal representatives from and against all costs, charges and expenses, including legal fees on a solicitor and his own client basis sustained or incurred by a Director in respect of any matter by reason of the proper and lawful exercise or purported exercise by that Director of his duties as a Director.

TIME

- 9.05 Time shall be of the essence of this Agreement.

NOTICES

- 9.06 Any notice or other communication required or permitted to be given by any Party hereto to any other Party shall be in writing and shall be delivered personally or by prepaid registered mail addressed to the Party to which it is to be given as follows:

(a) If to TSC:

13788 West Road, Suite 100
Houston, TX
77041

(b) If to CW Manufacturing Ltd.:

c/o Miller Thomson LLP
2700, 10155 102 Street NW
Edmonton, Alberta
T5J 4G8
Attention: Robert T. Anderson

(c) If to the Corporation:

c/o Miller Thomson LLP
2700, 10155 102 Street NW
Edmonton, Alberta
T5J 4G8
Attention: Robert T. Anderson

Every notice shall be deemed to have been duly given, if delivered, on the date of delivery thereof and if sent by mail, at the expiration of five (5) business days after a prepaid envelope containing the same has been mailed by registered mail and in the event of interruption of postal service, at the expiration of five (5) business days following the resumption of such service.

NON-WAIVER

- 9.07 No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Parties in the observance or the performance of any part of this Agreement shall not extend to or be taken in any manner to waive any other default.

ENUREMENT

- 9.08 No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Parties in the observance or the performance of any part of this Agreement shall not extend to or be taken in any manner to waive any other default.

EXECUTION

- 9.11 This Agreement may be executed in any number of counterparts by any one or more of the Parties. Each executed counterpart shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.
- 9.12 The unlawfulness, invalidity or unenforceability of any provision in this Agreement or any covenant herein contained on the part of any Party shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained.

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

TSC MANUFACTURING AND SERVICES, LLC

Per: 

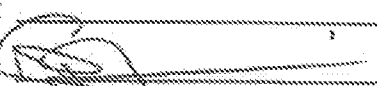
Per: _____ (c/s)
OF THE FIRST PART

CW HOLDINGS LTD.

Per: 

Per: _____ (c/s)
OF THE SECOND PART

2022652 ALBERTA LTD.

Per: 

Per: _____ (c/s)
OF THE THIRD PART

SCHEDULE "B"

Development Agreement

See attached.

DEVELOPMENT AND DISTRIBUTION AGREEMENT

Agreement dated as of 05 May, 2017, by and between TSC MANUFACTURING AND SUPPLY, LLC, 13788 West Rd., Suite #100, Houston, TX 77041, U.S.A. ("TSC MS"), and CW MANUFACTURING LTD., 53028 RR 264, Range Rd 263a, Acheson, AB T7X 5A5, Canada ("CW").

1. Development of New Pump.

1.1 *Invention.* CW conceived of an inventive solution to the flow and pressure management challenges presented by use of conventional triplex and centrifugal pumps for commercial applications, the invention centrally comprised of the adaptation and development of variable displacement pumps (the "Initial Invention").

1.2 *Research and Development.* TSC MS agrees to undertake a research and development project in close association with CW in relation to the Initial Invention with the goal of creating a new, variable displacement pump (the "New Pump") for initial use in the hydraulic fracturing industry and all ultimate pumping applications.

1.3 *CW's Role in Development.* CW will be actively involved in assisting TSC MS in the development of the New Pump to be developed, and then commercialized to serve the Fracturing Field of Use through the sales and distribution efforts of CW.

1.4 *Costs.* CW and TSC MS will each pay its own costs associated with the development of the New Pump, and CW will bear the costs associated with the sales and distribution efforts in relation to the New Pump.

2. Ownership of Intellectual Property.

2.1 2022552 Alberta Ltd. a joint venture company between CW Holdings Ltd. and TSC Manufacturing and Services LLC. Owns the IP. 2022552 Alberta Ltd. will own all Intellectual property invented or created by either party in the development of the New Pump that is an extension of the Initial Invention (the "New Pump IP").

2.2 *Assignment of IP Rights.* CW and TSC MS assign, without any further consideration, all of their rights, title, and interest, if any, in and to the New Pump IP. CW and TSC MS further agree, to execute one or more patent or other Intellectual Property right assignments and any other subsequent document as further evidence of this assignment, or to have its engineers execute such assignments and other documents, and to cooperate with 2022552 Alberta Ltd. in perfecting the assignment of any rights in the New Pump IP to 2022552 Alberta Ltd.

3. Prototype and Orders.

3.1 *Initial Order and Price.* Effective as of the signing this Agreement, CW agrees that it will place a purchase order with conditions with TSC MS to purchase 10 New Pumps at a price of U.S. \$450,000 each, the consummation of the order to proceed to the non-refundable deposit stage upon mutual agreement to build the prototype. The criteria to be satisfied and means of assessing satisfaction of same shall be determined by the parties, acting reasonably, with the goal of establishing sufficient performance to assist in the commercialization of the New Pumps. This price does not include the costs of shipment, taxes, insurance or customs duties, all of which CW will bear.

CW and TSC MS shall immediately proceed with the initial and conceptual design process, which process will include specification of TSC MS warranty coverage and end user terms and conditions to assist in the formulation of performance criteria.

3.2 *Deposit.* When both parties agree in writing that development has reached a point at which TSC MS is able to build a prototype of the New Pump, CW will remit to TSC MS a nonrefundable deposit in an amount equal to 10% of the entire purchase price (i.e., U.S. \$450,000) for the 10 New Pumps. TSC MS will apply this payment equally to the purchase of all ten units New Pump.

3.3 *Prototype Build.* Before building the ordered New Pumps, TSC MS will build a prototype of the New Pump to validate its functionality and allow for modifications before commercial production begins. TSC MS will begin construction of the prototype on or immediately following its receipt of the deposit described in Section 3.2. TSC MS shall provide notice to CW as to the status of the prototype, in order to allow CW sufficient time to arrange testing and customer demonstrations in advance of release. The prototype will remain the property of TSC MS, but will be released to CW for field testing and customer demonstrations (in order to also allow confirmation that the functional and durability specifications are in fact satisfied). Upon CW being satisfied, acting reasonably, that the prototype is of a specification and performance that meets CW and customer requirements to allow an orderly commercialization of the New Pumps, CW shall confirm this to TSC MS.

3.4 *Delivery of New Pumps.* All accepted orders will be FCA the TSC MS factory in Houston, Texas, unless otherwise agreed in an order confirmation. Title to the New Pumps and risk of loss will pass to CW at such time as TSC MS has delivered the New Pumps to the freight company handling the shipment.

3.5 *Anticipated Delivery Date of Initial Order.* The parties anticipate that TSC MS will deliver the prototype to CW for testing in Q3 2017, and will be in a position to start delivery of the 10 New Pumps to CW sometime during the 2018 calendar year.

3.6 *Invoices, Currency and Payment.* CW will make all payments to TSC MS in U.S. dollars by wire transfer directly to a bank account designated by TSC MS. CW will bear the cost of all bank fees. TSC MS will submit invoices to CW upon shipment. CW will pay each invoice in full within 30 days of receipt.

3.7 *Price Changes.* TSC MS may change the price of the New Pumps at any time and from time to time after the sale of the first 10 units upon no less than 90 days' notice to CW.

4. Distribution.

4.1 *Exclusive Distributor.* Upon completion of the prototype unit, TSC MS will appoint CW as the sole and exclusive distributor of the New Pump worldwide, and for such other applications or uses as may be developed or determined in the future in relation to the New Pump IP.

Except as otherwise provided in Section 5 below, the term of this appointment will be a minimum of 10 years in relation to each of the New Pumps; but if one or more patents are issued with respect to the New Pump, CW's exclusive distribution rights will continue in effect for a term which is at least as long as the life of the patent or patents.

4.2 *Annual Sales Planning.* Upon completion of the prototype unit, the parties will endeavor in good faith to agree upon annual targeted sales requirements for CW's sales of the New Pump, to be applicable to each jurisdiction in which CW has set up sales offices. The parties will meet once each year to review the sales support and location in place and planned by CW, and to discuss estimated minimum sales requirements in each area supportable by a CW location, in order that they may jointly discuss plans to build out the distribution network. In addition, the parties will review TSC MS's manufacturing capacity for the coming year in order to meet CW's sales forecast. The parties will endeavor in good faith to agree on such minimum expected sales, buildout plans and capacities each year.

4.3 *Compliance with Laws.* CW and TSC MS will comply with all applicable laws, rules and regulations in the performance of their obligations under this Agreement.

4.4 *Reports.* CW shall deliver to TSC MS such reports of sales and related activities as TSC MS shall reasonably require from time to time.

4.5 The rights of CW to be exclusive distributor of the New Pump worldwide are expressly conditioned upon the expected minimum sales discussed in Section 4.2 above being achieved, on average, or any three-year period.

5. Termination.

5.1 *Expiration.* This Agreement will expire in relation to any specific nation, upon the expiration of CW's exclusive distribution rights in the manner as described in Section 4.1 unless the parties otherwise agree.

5.2 *Termination by Either Party.* Either party may terminate this Agreement:

5.2.1 upon notice to the other party with immediate effect in the event that the parties fail to agree by December 31, 2017, that TSC MS is able to build a prototype of the New Pump as described in Section 3.2; or

5.2.2 upon notice to the other party with immediate effect in the event that TSC MS is not able to supply the New Pumps by December 31, 2019; upon 180 days' prior notice to the other party in the event that the parties fail to agree upon the minimum sales requirements or plans to build out the distribution network in any year as described in Section 4.2.

5.2.3 upon notice to the other party where that receiving party is in default under this Agreement, and fails to cure such default within 45 days of receiving such notice (or where such default shall take longer than 45 days to remedy, the receiving party promptly initiates and thereafter diligently continues commercially reasonable efforts to remedy such breach); or

5.2.4 the other party involuntarily discontinues all its business operations, or makes an assignment for the benefit of its creditors, or becomes bankrupt (and is not actively contesting such bankruptcy petition).

5.3 *Termination by Consent of the Parties.* The parties may terminate this Agreement prior to delivery of the 10 New Pumps, by mutual consent if at any point the parties agree that the project has hit insurmountable obstacles.

5.4. *Termination by TSC MS.* TSC MS may terminate either CW's exclusivity or CW's right to distribute the New Pump, in whole or with respect to specific geographic areas, only in accordance with the processes set out in Section 4 or 4.5 in TSC MS's discretion,

5.4.2 upon notice to CW with immediate effect in the event that CW is more than 90 days late in its payment of any amount due to TSC MS under this Agreement and fails to make such payment within five days after TSC MS shall have notified CW that such payment is past due.

5.5 *Consequence of Termination.* Upon the expiration of this Agreement or its termination for any reason, CW may continue to sell its unsold inventory of New Pumps. Should TSC MS cancel the Agreement for any reason and subsequently build the pump either by themselves or with another party, CW is entitled to compensation or other suitable remedy.

6. Confidentiality.

6.1 *Definition of Confidential Information.* "Confidential Information" means all technical information related to the development of the New Pump invented or created by either party, all other

information of a competitively sensitive nature and not generally known to the public that either party may receive in any manner from the other party, its employees, agents or representatives, that relates to such party, its customers, contract partners or affiliates, and all other information that either party labels as confidential.

6.2 *Obligation of Confidentiality.* Except as set forth in Sections 6.3 or 6.4 or as otherwise agreed by the parties in writing, each party agrees, both during and after the term of this Agreement, (i) not to use any Confidential Information relating to the Initial Invention, New Pump except as contemplated by this Agreement, (ii) not to use any other Confidential Information of the other party in the recipient's business, nor to develop, market, license or sell any product, process or service based on any Confidential Information; (iii) not to disclose any Confidential Information to any person other than such party's employees or representatives who (A) need to know such information, (B) are under a similar binding obligation of confidentiality to such party, and (C) are informed that such information is confidential; (iv) to take all reasonable measures to protect the secrecy of all Confidential Information of the other party, using the same standard it employs to safeguard its own confidential information; (v) not to copy, modify, reverse engineer or create derivative works based on any Confidential Information of the other party; and (vi) not to remove or obscure any proprietary rights notice or confidentiality notice that appears on any copy of any Confidential Information.

6.3 *Exceptions.* The obligations of confidentiality and non-use described above will not apply to information that, (i) is or shall have become generally available to the public through no act or failure to act by the receiving party or by any of the receiving party's employees, agents or representatives; (ii) was lawfully obtained by the receiving party on a non-confidential basis from a third party that is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; (iii) was independently developed by the receiving party; or (iv) was known to the receiving party on a non-confidential basis before its disclosure to such party as evidenced by written records.

6.4 *Disclosure Required by Law.* In the event that a party becomes compelled in response to a *bona fide* subpoena or other lawful process issued by a court or agency of competent jurisdiction to disclose any Confidential Information of the other party, the disclosing party shall (i) promptly notify the other party that such information is required to be disclosed, (ii) use its best efforts to obtain legally binding assurance that all those who receive disclosure of such information are bound by an obligation of confidentiality, and (iii) disclose only that portion of the Confidential Information that its legal counsel advises is legally required to be disclosed.

6.5 *Notice of Unauthorized Disclosure.* Each party shall immediately notify the other party upon discovering any loss or unauthorized disclosure by any of its employees, agents or representatives of any Confidential Information of the other party.

6.6 *Injunctive Relief.* The covenants of each party set forth in this Section 6 constitute essential elements of this Agreement. If either party breaches any such covenant, the other party will suffer irreparable harm and will have a cause of action for damages or injunctive relief or both against such party in a court of competent jurisdiction. The prevailing party in any such litigation will be entitled to reimbursement from the other party of all costs, attorneys' fees and other expenses incurred by the prevailing party.

6.7 *Return of Information.* Upon the request of either party, the other party will promptly return to such party all confidential information of the requesting party and all copies of such information in its possession or under its control, and will destroy all copies on its computers, disks and other digital storage devices.

6.8 *Publicity.* Neither party shall, without the prior written consent of the other, originate any advertising, publicity, news release, or other announcement regarding this Agreement or the relationship or activities of the parties under this Agreement, whether to the public, the trade, or the customers of either party.

7. Limitation of Liability; Insurance

7.1 Limitation of Liability. To the maximum extent permitted by applicable law and regardless of whether any remedy herein falls of its essential purpose, in no event will either party be liable for any lost profits or incidental, indirect, special, consequential or punitive damages whatsoever arising out of this Agreement or the sale or use of the New Pump, even if such party has been advised of or should have known of the possibility of such damages.

7.2 Insurance. Each party shall maintain, throughout the term of this Agreement and for three years thereafter, product liability insurance providing protection in the amount of at least \$1,000,000 for each occurrence and \$3,000,000 in the aggregate against any claims, suits, losses or damages based upon any alleged defect in, or otherwise caused by, any New Pumps sold pursuant to this Agreement (TSC MS to cover any warranted failure or product liability issues, and CW to be responsible for any negligence or contract obligations that are inconsistent with the warranty coverage provided by TSC MS). If requested, each party will provide the other with a certificate of insurance evidencing its compliance with the provisions of this Section 7.2.

8. Miscellaneous

8.1 Relationship of the Parties. The relationship of TSC MS and CW established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give either party any right or authority to create or assume any obligation or incur any expense of any kind on behalf of the other without the other's prior written approval or (ii) give rise to any inference that the parties are partners, joint venturers, co-owners, employer and employee or otherwise participants in a joint or common undertaking.

8.2 Assignment or Change of Control. Neither party may have a Change of Control (as defined below) or assign or transfer this Agreement without the prior written consent of the other party, which consent the other party will not unreasonably withhold. Upon the occurrence of any assignment or Change of Control (as defined below), the other party may terminate this Agreement if the requisite consent is not obtained.

As used herein, the term "Change of Control" means: (i) a transaction or series of related transactions that results in the sale or other disposition of all or substantially all of the assets of party to another entity that is not an affiliate of that party; or (ii) a merger or consolidation in which that party is not the surviving corporation or in which, if a party is the surviving corporation, the shareholders of the surviving party immediately prior to the consummation of such merger or consolidation do not, immediately after consummation of such merger or consolidation, own stock or other securities of the surviving entity that possess a majority of the voting power of the surviving entity's outstanding stock and other securities and the power to elect a majority of the members of the surviving entity's board of directors; or (iii) a transaction or series of related transactions if the shareholders of any party immediately prior to such transaction do not, immediately after consummation of such transaction or any of such related transactions, own stock or other securities of such party that possess a majority of the voting power of the applicable entity's outstanding stock and other securities and the power to elect a majority of the members of the applicable entity's board of directors.

Prior to such events occurring, the affected party must seek the consent and approval of the other, not to be unreasonably withheld, in regards to the transaction under consideration. However, where the Change of Control does not result in an acquisition of an interest in the affected party by another that carries on business as a direct competitor, or by another party that is a subsidiary or parent company of such direct competitor, nor an acquisition by an entity which the other party (acting reasonably) determines is either without the financial strength or lacks the continuity of business expertise at least equivalent to that of the original party, then other party shall provide its consent and approval to the Change of Control. Should a party have concerns and determine it is unable or unwilling to provide consent, the party seeking consent shall be given sufficient detail as to the matters of concern, and be provided a reasonable opportunity to

provide such additional information, undertakings or assurances so as to address the concerns in order that the other may, acting reasonably, issue its consent.

8.3 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the parties relating to its subject matter and supersedes all prior agreements, arrangements and understandings between the parties relating to its subject matter. This Agreement may not be amended or changed in any way unless such changes are in writing signed by the parties.

8.4 Waivers. No delay or failure to exercise any right or remedy provided for in this Agreement will be deemed to be a waiver of such right or remedy or acquiescence in the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

8.5 Severability. If any provision of this Agreement is held invalid or unenforceable, for any reason, by any arbitrator, court or governmental agency, department, body or tribunal, the remaining provisions will remain in effect.

8.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

8.7 Arbitration. Except for the injunctive relief described in Section 6.6, any and all disputes, controversies or claims arising out of, in connection with, or relating to this Agreement or its breach that cannot be resolved amicably will be submitted to arbitration in accordance with the then prevailing rules of the American Arbitration Association (the "AAA") for commercial disputes before a single arbitrator agreed upon by the parties, or if the parties cannot agree upon an arbitrator within 30 days, before an arbitrator selected by the AAA. Such arbitration will be held in Houston, Texas. Any provisional or equitable remedy that would be available from a court of law will be available to the parties from the arbitrator. The expenses of the arbitration, including reasonable attorney's fees, will be paid for by the party against whom the award of the arbitrator is rendered except as otherwise determined by the arbitrator. The award of the arbitrator will be final and binding on the parties, and judgment upon such award may be entered in any court having jurisdiction thereof. The arbitration proceeding is a private proceeding and neither party will disclose or publicize the evidence introduced or the decision of the arbitrator, except as may be required by law.

8.8 Force Majeure. No party will be responsible to any other for non-performance or delay in performance, or for damages, claims or losses relating thereto, resulting from beyond its control and which the party could not have prevented by the exercise of due diligence (an "Event of Force Majeure"), including an act of God, an epidemic, lightning strike, fire, storm, earthquake, flood, explosion or other disaster, a labour relations disruption (including a strike, lock-out, illegal work stoppage, slowdown, boycott or other labour dispute), any law, regulation or order of any Governmental Authority, an act of war, mobilization, terrorist act, insurrection, riot or other civil disturbance, breakage or accident to machinery or to stoppage of machinery for necessary maintenance or repairs, bankruptcy or insolvency of a landlord, transportation disruption (including a freight embargo or a highway, railway or other delivery disruption), a shortage of water, power failure, computer failure and inability to obtain necessary labour or materials. If any such delay occurs, any applicable time period will be automatically extended for a period equal to the time lost, provided that the party whose performance is affected makes commercially reasonable efforts to perform in a timely manner and gives to the other party prompt notice of any such delay. For greater certainty, all of Event of Force Majeure does not include such party's lack of funds. The provisions of this Section do not preclude either party from terminating this Agreement if the other party is unable to meet its obligations hereunder for a period of more than 100 days in total (whether or not consecutive).

8.9 Notice. Any notice, direction or other communication required or contemplated by any provision of this Agreement (a "Notice") will be in writing and given by personal delivery, by registered mail, by electronic mail transmission by overnight courier or by fax and addressed:

(i) in the case of a Notice to CW, at:

Richard Plain
53026 RR 264
Acheson, Alberta T7X5A5

with a copy to, for information purposes only:

Miller Thomson LLP
2700 Commerce Place
10155-102 Street
Edmonton, AB T6J 4G8
Attention: Bruce Geiger
Fax No.: 780.424.5866
E-mail: bgeiger@millierthomson.com

(ii) in the case of a Notice to TSC MS, at:

Danny Johnson
13788 West RD Suite #100
Houston TX, 77041

Any Notice:

(i) delivered before 4:30 p.m. local time on a Business Day will be deemed to have been received on the date of delivery and any Notice delivered after 4:30 p.m. local time on a Business Day or delivered on a day other than a Business Day, will be deemed to have been received on the next Business Day;

(ii) mailed will be deemed to have been received seventy two (72) hours after the date it is postmarked, provided that if the day on which the Notice is deemed to have been received is not a Business Day, then the Notice will be deemed to have been received on the next Business Day.

(iii) sent by fax before 4:30 p.m. local time on a Business Day will be deemed to have been received when the sender receives the answer back confirming receipt by the recipient, provided that any telecopy received after 4:30 p.m. local time on a Business Day or received on a day other than a Business Day will be deemed to have been received on the next Business Day.

(iv) transmitted by electronic mail will be deemed to have been received upon the sender's receipt of acknowledgement from the intended recipient.

(c) If the party sending the Notice knows or might reasonably be expected to know that, at the time of sending or within seventy-two (72) hours thereafter, normal mail service has been disrupted, then the Notice may only be sent (or re-sent) by delivery, overnight courier, electronic mail transmission or fax.

(d) Any party may change its address for service, its fax number, its e-mail address, the name of the individual to the attention of whom a Notice is to be sent or the person to whom a copy of the Notice is to be sent, by written notice given to the other Parties in accordance with this Section 8.9.

The parties have signed this Agreement on the dates set forth below, with effect as of the date first above written.


TSC MANUFACTURING AND SUPPLY, LLC

By 

Title CEO

Date 5/2/2017

CW MANUFACTURING LTD.

By 

Title CEO

Date May 5/17

SCHEDULE "C"

547514-3
WORLDWIDE

ASSIGNMENT OF INVENTIONS AND RELATED PATENT RIGHTS

WHEREAS:

TSC MANUFACTURING AND SUPPLY, LLC
13788 West Road, Suite 100
Houston, Texas 77041
United States of America

(the "ASSIGNOR"), whose full post office address is set out above, is the owner of certain inventions or improvements (the "Inventions") described and/or claimed in the following patent applications (the "Applications"):

- International patent application No. PCT/US2018/039049 entitled **VARIABLE STROKE PUMP** filed June 22, 2018;
- United States provisional patent application No. 62/525,499 entitled **VARIABLE STROKE PUMP** filed June 27, 2017; and
- United States patent application No. 16/662,513 entitled **TILT LINKAGE FOR VARIABLE STROKE PUMP** filed October 24, 2019;

AND WHEREAS **CW HOLDINGS LTD.**, (the "Assignee") whose full post office address is 28029 – 108 Avenue, Acheson, Alberta T7X 6P7 Canada, wishes to own the entire worldwide right, title and interest in and to the Inventions and the Applications;

In consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to the Assignee the entire worldwide right, title and interest in and to:

- the Inventions;
- the Applications;
- all continuations, divisions, renewals of or substitutes for the Applications;
- the right to file counterparts to the Applications in all countries and regions;
- the right to claim priority from the Applications in all countries and regions;
- all Applications which may be granted on or as a result thereof;
- any reissue or reissues of such Applications; and
- the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under all of the foregoing and to receive all remedies that arise therefrom,

the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which such Applications respectively may

be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this Assignment, sale and transfer not been made.

The Assignor hereby covenants that it: has full right to convey the entire interest herein assigned; and has not executed and will not execute any agreement to transfer any rights in the Inventions and/or the Applications to anyone other than the Assignee or that is otherwise in conflict herewith.

The Assignor promises that it shall:

- each time a request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Inventions, the Applications, and patents in the Assignee, its successors, assigns, nominees or legal representatives;
- communicate to the Assignee, or its nominees, all known facts respecting the Inventions, the Applications and said patents;
- testify in any legal proceedings;
- sign all lawful papers;
- execute all disclaimers and divisional, continuing, reissue and foreign applications;
- make all rightful oaths; and
- generally do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for the Inventions in all countries;

all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives.

The Assignor hereby authorizes and requests any official of any country or countries whose duty it is to issue patents on applications to issue to the Assignee, its successors, assigns, nominees or legal representatives all patents for the Inventions in accordance with the terms of this Assignment.

The undersigned hereby authorize the firm of Dentons Canada LLP to correct errors in this assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.

[Signature page follows]

TSC MANUFACTURING AND SUPPLY, LLC	
Executed at _____ City	<u>Witness:</u> I, _____ Print Name
Province/State, Country	whose full post office address is _____ _____
This ____ day of _____, Day Month Year	was personally present and did see _____ _____
By: _____ Signature	execute the within assignment and such assignor is personally known to me.
_____ Print Name and Title	_____ Signature

CW HOLDINGS LTD.	
Executed at _____ City	<u>Witness:</u> I, _____ Print Name
Province/State, Country	whose full post office address is _____ _____
This ____ day of _____, Day Month Year	was personally present and did see _____ _____
By: _____ Signature	execute the within assignment and such assignor is personally known to me.
_____ Print Name and Title	_____ Signature