

**AMENDING AGREEMENT**

This Amending Agreement dated this 26<sup>th</sup> day of September, 2018.

BETWEEN:

**BDG - APPALACHES FUND, L.P.**, a limited partnership established under the laws of the Province of Quebec, represented by and acting through its general partner, BDG-Appalaches (General Partner) Inc.

(“**BDG Appalaches Fund**”)

- and -

**BDG - APPALACHES INTL FUND, L.P.**, a limited partnership established under the laws of the Province of Quebec represented by and acting through its general partner, BDG-Appalaches (General Partner) Inc.

(“**BDG Appalaches Int’l**” and together with BDG Appalaches Fund “**BDG**”)

- and -

**119814 CANADA INC.**, a corporation established under the laws of Canada

(“**119814**”)

- and -

**9230-4922 QUEBEC INC.**, a corporation established under the laws of the Province of Quebec

(“**9230**”)

- and -

**[individual name redacted]**, an individual residing at **[individual’s address redacted]**

(“**[individual name redacted]**” and together with 9230, 119814, BDG, the “**Vendors**”)

- and –

**[individual name redacted]**, an individual residing at **[individual’s address redacted]**

- and –

**UNISYNC GROUP LIMITED**, a corporation established under the laws of the Province of Ontario

(“**Unisync Group**”)

- and -

**UNISYNC CORP.**, a corporation established under the laws of the Province of British Columbia

(“**ParentCo**”)

WHEREAS:

- A. The parties hereto entered into a Share Purchase Agreement (the “**Purchase Agreement**”) dated as of the 21<sup>st</sup> day of August, 2018 whereby Unisync Group and ParentCo agreed to purchase, and the Vendors agreed to sell, the Purchased Securities (as defined in the Purchase Agreement), and
- B. The Parties wish to amend the Purchase Agreement to provide that ParentCo shall be the purchaser of all of the Purchased Securities.

NOW THEREFORE, in consideration of the sum of ten (\$10.00) dollars and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

**1. AMENDMENTS**

1.1 Definitions

In this Agreement, all defined terms shall have the meanings ascribed thereto in the Purchase Agreement, unless otherwise defined herein.

1.2 Amendments

The Purchase Agreement is hereby amended as follows:

- 1.1.1 By deleting the definition of “Escrow Agreement” and replacing it with the following:

“**Escrow Agreement**” means the escrow agreement to be signed on the Closing Date between the Vendors, ParentCo and ParentCo’s Counsel (as escrow agent);

- 1.1.2 By deleting Section 2.1 and replacing it with the following:

“**2.1 Purchase and Sale of Purchased Securities**

Subject to the provisions of this Agreement, the Vendors hereby agree to sell, assign and transfer to ParentCo, and ParentCo agrees to purchase from the Vendors, the Purchased Securities, free and clear of all Encumbrances, on the Closing Date.”

- 1.1.3 By deleting Section 2.4 and replacing it with the following:

“**2.4 Payment of Purchase Price**

ParentCo shall pay to the Vendors the Purchase Price in proportion to their respective ownership of the Purchased Securities (or in such proportions as the Vendors may otherwise specify) as follows:

2.4.1 ParentCo shall pay the Cash Consideration as adjusted by the Closing Adjustment as set out in Sections 2.3, 2.6 and 2.7 less the Vendor Holdback to be paid to the Purchaser's Counsel on the Closing Date by wire transfer or immediately available funds;

2.4.2 Parentco shall pay the Consideration Shares to be issued to the Vendors on the Closing Date and such Consideration Shares shall bear a legend in accordance with Section 3.3.7(c), Section 3.4.7(b), Section 3.5.7(b) and Section 4.1.7;

2.4.3 payment of the Vendor Holdback paid to the Purchaser's Counsel on the Closing Date by wire transfer or immediately available funds;

2.4.4 subject to the Escrow Agreement, payment from the Vendor Holdback of the greater of (i) \$500,000; and (ii) any Purchase Price adjustment in favour of the Vendors determined pursuant to Section 2.7, to be paid to the Vendors' Counsel by wire transfer or immediately available funds within ten (10) Business Days of such determination under Section 2.7 (any balance of Purchase Price adjustment pursuant to the foregoing being payable directly by ParentCo) ; and

2.4.5 subject to the Escrow Agreement, payment of the remainder of the Vendor Holdback less any Purchase Price adjustment or indemnity claims in favour of ParentCo by wire transfer or immediately available funds twelve (12) months after the Closing Date.”

1.1.4 In each case where there is a reference to the “Purchaser” in the Purchase Agreement which is intended to refer to the actual purchaser of the Purchased Securities, to delete such reference and replace it with “ParentCo”.

### 1.3 Effect of Amendment

Except with respect to the modifications expressly implemented in accordance herewith, the content of this Agreement shall not in any way be interpreted as modifying the terms and conditions of the Purchase Agreement and it contains no other modification, whether implicit or ancillary and no other change in any other respect; the Purchase Agreement remains in full force and effect, unamended, and the parties hereto confirm and ratify all terms and conditions contained therein.

1.1.5

## 2. MISCELLANEOUS

### 2.1 Further Assurances

The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Amending Agreement, and each party shall provide such further documents or instruments required by any

other party as may be reasonably necessary or desirable to effect the purpose of this Amending Agreement and carry out its provisions.

2.2 Counterparts

This Agreement may be executed in any number of original, facsimile or “pdf” counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

**BDG - APPALACHES FUND, L.P.** by its  
general partner **BDG-APPALACHES**  
**(GENERAL PARTNER) INC.**

**BDG - APPALACHES INTL FUND, L.P.** by  
its general partner **BDG-APPALACHES**  
**(GENERAL PARTNER) INC.**

Per: (signed)  
Name:  
Title:

Per: (signed)  
Name:  
Title:

**119814 CANADA INC.**

**9230-4922 QUEBEC INC.**

Per: (signed)  
Name:  
Title:

Per: (signed)  
Name:  
Title:

(signed)  
[individual name redacted]

(signed)  
[individual name redacted]

**UNISYNC CORP.**

**UNISYNC GROUP LIMITED**

Per: "Douglas Good"  
Name:  
Title:

Per: "Douglas Good"  
Name:  
Title: