

ASSIGNMENT AND ASSUMPTION OF CONTRACT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF CONTRACT AGREEMENT ("Agreement") dated as of November 3, 2022 ("Effective Date"), is made and entered into by and between LTAS TECHNOLOGIES, INC., an Ontario corporation having a principal place of business at 505 Consumers Road, Unit #314, Toronto, ON M2J4V8 ("**Assigning Party**") and AVENU STR IP, LLC, a Delaware limited liability company having a principal place of business at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("**Assuming Party**").

WHEREAS, Assigning Party is a party to License and Subscription Agreement, by and between LTAS Technologies, Inc. and the City of Deadwood (the "**Assigned Agreement**"); and

WHEREAS, Assigning Party desires to assign to Assuming Party all of its rights, title and interest in and to the Agreement, along with the liabilities and obligations of Assigning Party related to the Agreement (the "**Assigned Liabilities**").

WHEREAS, Assuming Party desires to accept such assignment of rights and delegation of obligations under the Assigned Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

1. **Assignment**. Effective as of the Effective Date, Assigning Party hereby assigns, transfers and delivers to Assuming Party (a) all of such Assigning Party's right, title, and interest in and to the Assigned Agreement, and (b) all of the Assigned Liabilities.

2. **Acceptance and Assumption of the Assignment**. Effective as of the Effective Date, Assuming Party hereby accepts the assignment of the Agreement and assumes the Assigned Liabilities, with all duties, obligations, and covenants therein.

3. **Substitution**. The parties intend that this Agreement is a novation and that the Assuming Party be substituted for the Assigning Party. Assuming Party by this Agreement becomes entitled to all right, title and interest of Assigning Party in and to the Assigned Agreement in as much as Assuming Party is the substituted party to the Assigned Agreement as of and after the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Agreement in every way as if Assuming Party is named in the novated Assigned Agreement in place of Assigning Party as a party thereto.

4. **Further Assurances**. Assigning Party hereby covenants and agrees that, at any time and from time to time upon the reasonable request of Assuming Party, Assigning Party will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further reasonable instruments, transfers and assurances as may be necessary or desirable in order to more effectively convey the Assigned Agreement and the Assigned Liabilities to Assuming Party.

5. **Successors and Assigns.** This Assignment will be binding upon, and will inure to the benefit of, Assigning Party, Assuming Party and their respective successors and assigns.

6. **Governing Law.** This Assignment is governed by and to be construed in accordance with the laws of the State of Virginia, without regard to any choice or conflict of law provisions or rules that would require the application of the law of any other jurisdiction.

7. **Amendment.** The terms and provisions of this Assignment may be modified or amended only by a written instrument signed by each of Assigning Party and Assuming Party.

8. **Severability.** If any term or other provision of this Assignment is held to be invalid, illegal or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties.

9. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of a fully executed agreement (in counterparts or otherwise) by electronic mail in portable document format (“PDF”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall be sufficient to bind the parties to the terms and conditions of this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Contract Agreement effective as of the Effective Date.

ASSIGNING PARTY: LTAS TECHNOLOGIES, INC.

By: _____

Name: Allen Atamer

Title: Chief Executive Officer

ASSUMING PARTY: AVENU STR IP, LLC

By: _____

Name: Carl Kumpf

Title: Chief Financial Officer

ACKNOWLEDGEMENT

I, (**CUSTOMER NAME**), am duly authorized to sign on behalf of the City of Deadwood who hereby consents to this Assignment and releases and forever discharges Assigning Party from all liabilities and obligations arising under the Agreement from and after the Effective Date.

CITY OF DEADWOOD

By: _____

Name: _____

Title: _____