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**ADVANCED GOLD TECHNOLOGY**

**And**



**TRITON DISTRIBUTION SYSTEMS, INC.**  
**as Purchaser**

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**SHARE PURCHASE AGREEMENT**  
**dated as of January 14, 2011**

## SHARE PURCHASE AGREEMENT

Share Purchase Agreement dated January 14, 2011, among Advanced Gold Technology ("AGT") and Triton Distribution Systems, Inc., a corporation incorporated under the laws of Colorado ("Purchaser").

**WHEREAS** AGT, a company continued under the laws of Delaware, is in the business of research and development for the large gold mining industry for centrifugal concentrators and other related equipment;

**WHEREAS** Purchaser is a leading developer of technology and a Global Distribution Software;

**WHEREAS** AGT has 100,000,000 shares authorized and zero issued and outstanding.

**WHEREAS** Purchaser wishes to acquire and maintain a 51% interest in the issued and outstanding shares of AGT.

**NOW, THEREFORE THIS AGREEMENT** sets forth the terms and conditions upon which Purchaser will purchase, and AGT have agreed to sell, a 51% interest in the issued and outstanding shares of AGT.

### ARTICLE 1 INTERPRETATION

#### 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"**Affiliate**" has the meaning specified in the *Canada Business Corporations Act*.

"**Agreement**" means this share purchase agreement and all schedules and instruments in amendment or confirmation of it; and the expressions "**Article**" and "**Section**" followed by a number mean and refer to the specified Article or Section of this Agreement.

"**Authorization**" means, with respect to any Person, any order, permit, approval, waiver, license or similar authorization of any Governmental Entity having jurisdiction over the Person.

"**Books and Records**" means all books of account, tax records, sales and purchase records, customer and supplier lists, business reports, plans and projections and all other documents, files, correspondence and other information of AGT and its Subsidiary whether in writing or electronic form.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which the principal commercial banks are not open for business during normal business hours.

"**Closing**" means the completion of the transaction of purchase and sale contemplated in this Agreement.

"**Closing Date**" means the date hereof.

"**Consent**" means the consent of a contracting party to a change in control of AGT or the indirect change of control of the Subsidiary, as the case may be, if required by the terms of any Contract.

"**Contracts**" means all agreements to which any of AGT or its Subsidiary is a party including all contracts, leases of personal property and commitments of any nature, written or oral, including (i) unfilled purchase orders received by any of AGT or its Subsidiary, (ii) forward commitments by AGT or its Subsidiary for supplies or materials entered into in the Ordinary Course, (iii) the Licensed Technology Agreements and the Technology Exploitation Agreements and (iv) restrictive agreements and negative covenant agreements which any of AGT or its Subsidiary has with its employees, past or present.

"**Copyrights**" has the meaning specified in Section 1.1.

"**Corporate Records**" means the corporate records of AGT and its Subsidiary, including all constating documents and by-laws, all minutes of meetings and resolutions of shareholders and directors (and any committees), and the share certificate books, securities register, register of transfers and register of directors.

"**Damages**" means any loss, liability, claim, damages or expenses (whether or not involving a third-party claim) including legal expenses.

"**Employee Plans**" means all the employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, programs, arrangements or practices relating to the current or former employees, officers or directors of AGT and its Subsidiary maintained, sponsored or funded by AGT and its Subsidiary, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered.

"**Employment Agreements**" has the meaning specified in the preamble hereto.

"**Environmental Laws**" means all applicable Laws and agreements with Governmental Entities and all other statutory requirements relating to public health or the protection of the environment and all Authorizations issued pursuant to such Laws, agreements or statutory requirements.

"**Financial Statements**" shall mean the audited or unaudited consolidated financial statements for AGT and its Subsidiary consisting of balance sheets as at December 31, 2010 and the accompanying statements of losses, retained losses and changes in financial position for each of the 12 month periods ended December 31, 2010, and notes to the financial statements together with the auditor's reports thereon.

"**Governmental Entity**" means any (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"**AGT**" has the meaning specified in the recitals hereto.

"**Material Contracts**" has the meaning specified in Section 3.2(s).

"**Notice**" has the meaning specified in Section 7.9.

"**Ordinary Course**" means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person.

"**Owned Copyright**" has the meaning specified in Section 3.2(u)(iv).

"**Owned Marks**" has the meaning specified in Section 3.2(u)(i).

"**Owned Patent Rights**" has the meaning specified in Section 3.2(u)(iii).

"**Parties**" means all of the parties to this Agreement and any other Person who may become a party to this Agreement.

"**Patents**" means (a) patents and all applications therefor, including any and all continuations divisional, continuation in part, or reissued patent applications or patents issuing thereon and (b) disclosures relating to any inventions, improvements, processes, models or concepts which might properly constitute material for a patent application.

"**Person**" means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"**Public Statements**" has the meaning specified in Section 9.4.

"**Purchase Price**" has the meaning specified in Section 2.3.

"**Purchaser**" has the meaning in the initial description of the parties hereto.

"**Required Consents**" means those Consents and Authorizations listed and described in Schedule 3.2(c) and Schedule 3.2(e).

"**SEC**" means the United States Securities and Exchange Commission.

"**SEC Documents**" has the meaning specified in Section 2.8.

"**Securities Act**" has the meaning specified in Section 2.8.

"**Shareholders Agreement**" means the unanimous shareholders agreement of AGT dated January xx, 2011 together with all amendments thereto among AGT and the other shareholders listed therein.

"**Software**" means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product

used to design, plan, organize and develop any of the foregoing, and (iv) all documentation, including user manuals and training materials, relating to any of the foregoing, in each case developed, owned or licensed by AGT and/or Subsidiary.

**"Solidary Representations and Covenants"** has the meaning specified in Section 7.6(1).

**"Subsidiary"** means "Subordinated Company".

**"Systems"** has the meaning specified in Section 3.2(u)(xi).

**"Tax"** or **"Taxes"** has the meaning specified in Section 3.2(hh)(i).

**"Tax Returns"** has the meaning specified in Section 3.2(hh)(ii).

**"Technology Exploitation Agreements"** has the meaning specified in Section 3.2(u)(vi).

**"Third Party Claim"** has the meaning specified in Section 7.10(1).

**"Trade Secrets"** has the meaning specified in Section 1.1.

#### **1.2 Gender and Number.**

Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

#### **1.3 Headings, etc.**

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

#### **1.4 Currency.**

All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in United States currency.

#### **1.5 Knowledge.**

Where any representation or warranty contained in this Agreement is expressly qualified by reference to "knowledge", it shall be deemed to refer to the actual knowledge of the Person making the representation or warranty

#### **1.6 Accounting Terms.**

All accounting terms not specifically defined in this Agreement shall be interpreted in accordance with GAAP.

#### **1.7 Incorporation of Schedules.**

The schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

### **1.8 Interpretation.**

All uses of the terms Marks, Patent Rights, Copyrights and Trade Secrets in Section 3.2(u) shall mean Marks, Patent Rights, Copyrights and Trade Secrets that are Intellectual Property Assets.

## **ARTICLE 2 AGT SHARES AND PURCHASE PRICE**

### **Purchase and Sale of AGT**

Subject to the terms and conditions of this Agreement, AGT will issue 20,000,000 in the capital of AGT, constitute in the aggregate all (but not less than all) of the issued and outstanding shares in the capital of AGT (collectively, the "**AGT Shares** "). 10,200,000 will be issued to Purchaser and 9,800,000 to the founders and employees of AGT.

### **2.2 Purchase Price**

The aggregate purchase price payable by Purchaser to AGT, shall be 20,000,000 shares of Series C Preferred Stock of the Purchaser, (the "**Purchase Price**").

### **2.3 Payment of the Purchase Price**

Purchaser shall issue the certificates representing the Purchase Price to or to the order of AGT immediately at closing or thereafter.

### **2.4 Stock Restrictions**

In addition to any legend imposed by applicable state securities laws, the certificates representing the Shares shall bear a restrictive legend (and stop transfer orders shall be placed against the transfer thereof with the Purchaser's transfer agent), stating substantially as follows:

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND ARE SUBJECT TO RESTRICTIONS ON TRANSFER. THEY MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR HYPOTHECATED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION. HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.**

**THE ISSUER MAY REFUSE TO REGISTER ANY TRANSFER OF THE SECURITIES NOT MADE IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION.**

Such legend shall be removed by Purchaser upon delivery to it of an opinion of counsel satisfactory to Purchaser in form and substance satisfactory to Purchaser and Purchaser, that a registration statement under the Securities Act is at the time in effect with respect to the legended security or that such security can be freely transferred without such registration statement being in effect.

**Article 3**  
**REPRESENTATIONS AND WARRANTIES OF ESCROW PARTIES;  
AND MINORITY SHAREHOLDERS**

**3.1 Individual Representations and Warranties of AGT**

Subject to Article 7, Escrow Parties hereby solidarily (jointly and severally) represent and warrant as follows to Purchaser and acknowledges and confirms that Purchaser is relying upon such representations and warranties in connection with the purchase by Purchaser of the AGT Shares:

(a) **Incorporation and Qualification.** AGT and its Subsidiary is a corporation incorporated, organized and existing under the Laws of its jurisdiction of incorporation and has the corporate power to own and operate its property, carry on its business as currently conducted and as proposed to be conducted and enter into and perform its obligations under this Agreement. AGT and its Subsidiary is duly qualified, licensed or registered to carry on business in the jurisdictions listed in Schedule 3.2(a). The jurisdictions listed in Schedule 3.2(a), include all jurisdictions in which the nature of the assets or the business of AGT and its Subsidiary, makes such qualification necessary or where each of AGT and its Subsidiary owns or leases any material assets or conducts any material business.

(b) **No Default.** Neither of AGT or its Subsidiary is in breach, default or violation (and no event has occurred that with notice or the lapse of time or both would constitute a breach, default or violation) of any term, condition or provision of (i) its constating documents or by-laws or (ii) any order, writ, injunction, decree, law, statute, rule or regulation applicable to AGT or its Subsidiary or pursuant to which any of its assets or property may be affected.

(c) **Validity of Agreement.** The execution, delivery and performance by AGT:

(i) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws or any Contracts or instruments to which AGT or its Subsidiary is a party or pursuant to which any of its assets or property may be affected; and

(ii) will not result in a breach of, or cause the termination or revocation of, any Authorization necessary to the ownership or the operation of the business of AGT or its Subsidiary.

(d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by, and constitutes a legal, valid and binding obligation of, enforceable against AGT in accordance with its terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(e) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity or Person as a condition to the lawful completion of the transactions contemplated by this Agreement without loss of benefits under any Contracts or instruments to which AGT or its Subsidiary is a party or pursuant to which any of its assets or property may be affected, except for the filings, notifications and

Authorizations that relate solely to the identity of Purchaser or the nature of the business carried on by Purchaser.

**(f) Authorized and Issued Capital.** The authorized capital of AGT consists of an 100,000,000 common shares.

The authorized capital of Subsidiary consists of 1,000,000,000 common shares and 168,000,100 preferred shares of different series.

There are no outstanding options, securities, loans or notes convertible or exchangeable for any shares or other securities of AGT or its Subsidiary.

**(g) Title to Subsidiary Shares.** AGT is the registered and beneficial owner of 20,000,000 preferred shares of series "C" in the capital of the Subsidiary, with good title thereto, free and clear of all Liens. Such shares constitute all of the issued and outstanding shares of the Subsidiary.

**(h) No Subsidiaries.** Other than Subsidiary, AGT holds no shares or other ownership, equity or proprietary interests (or option for any of the foregoing) in any other Person. Subsidiary holds no shares or other ownership, equity or proprietary interests (or option for any of the foregoing) in any other Person.

**(i) No Other Agreements to Purchase.** Except for Purchaser's right under this Agreement, no Person (including, without limitation the employees and shareholders of AGT or its Subsidiary) has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for (i) the purchase or acquisition from Vendors of any of the AGT Shares, or (ii) the purchase, subscription, allotment or issuance of any of the unissued shares or other securities of AGT or its Subsidiary.

**(j) Corporate Records.** The Corporate Records are complete and accurate in all material respects, and contain copies of all of the articles, by-laws and resolutions adopted by the shareholders and directors of AGT and its Subsidiary since the date of its incorporation, all of which have been duly passed. Other than the Shareholders' Agreement, AGT has never been subject to, or affected by, any shareholders agreement.

**(k) Conduct of Business in Ordinary Course.** AGT and its Subsidiary has carried on its business in the Ordinary Course and, without limiting the generality of the foregoing, neither of AGT or its Subsidiary has:

(i) made or assumed any commitment, obligation or liability which is outside the Ordinary Course;

(ii) transferred to (including by license) any Person any rights to the Intellectual Property Assets, except in connection with sales of AGT's or its Subsidiary's products or services in the Ordinary Course;

(iii) terminated, entered into, amended or otherwise modified any agreements pursuant to which any Person is granted marketing, distribution or similar rights of any type or scope or any third party royalty rights with respect to any products of AGT or its



Subsidiary, or entered into or amended any strategic alliance, license or sub-license agreement, or joint development agreement;

(iv) terminated, entered into, amended or otherwise modified in any material respect any contract, agreement or commitment, including any Material Contract;

(v) sold or otherwise in any way alienated or disposed of any of its assets other than in the Ordinary Course;

(vi) split, combined or reclassified any of its shares, or issued, granted, redeemed, retired, repurchased or otherwise acquired shares in its capital or any options, warrants, rights, bonds, debentures, notes or other corporate security or research declared, made or paid any dividend or made any other distributions or appropriations of profits of capital;

(vii) discharged any secured or unsecured obligation or liability (whether accrued, absolute, contingent or otherwise), other than obligations and liabilities discharged in the Ordinary Course;

(viii) waived or cancelled any material claim, or account receivable, trade account, or right outside the Ordinary Course or made any gift;

(ix) terminated the employment of any manager or officer or granted any severance or termination pay or similar obligation to any member, manager, officer or any other employee, except payments made pursuant to written agreements or other legally binding commitments disclosed to Purchaser in writing and in effect on the date hereof;

(x) made any change in the rate or form of compensation or remuneration or option payable or to become payable to any of its shareholders, directors, officers, employees or agents which is outside the Ordinary Course;

(xi) made any change in its accounting principles and practices as utilized in the preparation of the Financial Statements and the Interim Financial Statements or granted to any customer any special allowance or discount, or changed its pricing, credit or payment policies, other than in the Ordinary Course;

(xii) made or assumed any commitment, obligation or liability or made any individual capital expenditure in excess of \$10,000 or \$25,000 in the aggregate;

(xiii) made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligations of any Person;

(xiv) modified its constating instruments, by-laws or capital structure;

(xv) removed any auditor;

(xvi) purchased or otherwise acquired any corporate security or proprietary, participatory or profit interest in any Person;

(xvii) incurred any indebtedness other than to trade creditors in the Ordinary Course;

(xviii) settled any litigation or claim requiring payment by AGT or its Subsidiary in excess of \$10,000 individually; or

(xix) authorized, agreed or otherwise committed to any of the foregoing.

(l) **No Material Adverse Change.** Since January 1, 2011, there has not been any material adverse change in the affairs, operations, business, assets, properties, prospects or condition of AGT or its Subsidiary.

(m) **Compliance with Laws.** AGT and its Subsidiary is conducting its business in compliance with all applicable Laws, including, Environmental Laws, other than acts of non-compliance which, in the aggregate, are not material.

(n) **Authorizations.** AGT and its Subsidiary owns, holds, possesses or lawfully uses in the operation of its business, all Authorizations which are necessary for it to conduct its business, as presently or previously conducted or as currently contemplated to be conducted or for the ownership and use of its assets in compliance with all applicable Laws, including, Environmental Laws. Each Authorization is valid, subsisting and in good standing, and neither of AGT or its Subsidiary is in default or in breach of any Authorizations and, to the knowledge of each of AGT, no proceeding is pending or threatened to revoke or limit any Authorizations.

(o) **Title to the Assets.** AGT and its Subsidiary owns (with good title) all of the properties and assets (whether real, personal or mixed and whether tangible or intangible) that it purports to own including all the properties and assets reflected as being owned by each of AGT and its Subsidiary in the financial Books and Records. Each of AGT and its Subsidiary has legal and beneficial ownership of such assets free and clear of all Liens.

(p) **Condition of Tangible Assets.** The equipment and tangible personal property of AGT and its Subsidiary are in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put. None of such equipment and tangible personal property is in need of maintenance or repairs, except for normal maintenance.

(q) **Material Contracts.** Neither of AGT or its Subsidiary is a party to or bound by:

(i) any distributor, sales, advertising, agency or manufacturer's representative Contract;

(ii) any continuing Contract for the purchase of materials, supplies, equipment or services involving in the case of any such Contract more than \$10,000 over the life of the Contract;

(iii) any Contract that expires or that may be renewed at the option of any Person other than AGT or its Subsidiary, as the case may be, so as to expire more than one year after the date of this Agreement;

(iv) any trust indenture, mortgage, promissory note, loan agreement or other Contract for the borrowing of money, any currency exchange, commodities or other hedging arrangement or any leasing transaction of the type required to be capitalized in accordance with GAAP;

(v) any Contract for capital expenditures in excess of \$10,000 in the aggregate;

(vi) any confidentiality, secrecy or non-disclosure Contract or any Contract limiting the freedom of AGT or its Subsidiary to engage in any line of business, compete with any other Person, operate its assets at maximum production capacity or otherwise conduct its business;

(vii) any Contract pursuant to which AGT or its Subsidiary is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;

(viii) any Contract with any Person with whom AGT or its Subsidiary, or any of Vendors does not deal at arm's length.

(ix) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person;

(x) any Contract involving or relating to the Intellectual Property Assets of AGT; or

(xi) any other Contract made out of the Ordinary Course.

**(t) No Breach of Material Contracts.** Each of AGT and its Subsidiary has performed all of the obligations required to be performed by it and is entitled to all benefits under, and is not alleged to be in default of any Material Contract to which it is a party. Each of the Material Contracts is in full force and effect, unamended, and there exists no default or event of default or event, occurrence, condition or act (including the purchase of the AGT Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Material Contract. True, correct and complete copies of all Material Contracts have been delivered to Purchaser.

**(u) Employee Agreements.** All current and former employees and consultants of AGT and its Subsidiary whose duties or responsibilities relate to AGT's and/or its Subsidiary's business have entered into confidentiality, invention assignment and proprietary information agreements with AGT and/or its Subsidiary in the form provided to Purchaser. To the knowledge of Escrow Parties, no employee or consultant of AGT and/or its Subsidiary's whose duties or responsibilities relate to AGT's and/or its Subsidiary's business is obligated under any agreement (including licenses, covenants or commitments of any nature) or subject to any judgment, decree or order of any court or administrative agency, or any other restriction that would interfere with the use of its, his or her best efforts to carry out its, his or her duties for AGT or its Subsidiary or to promote the interests of AGT or its Subsidiary or that would conflict with AGT's and its Subsidiary's business. The carrying on of AGT's and its Subsidiary's business by such employees and contractors of AGT and its Subsidiary will not, to the knowledge of Escrow Parties, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees or consultants or AGT and its Subsidiary is now obligated. It will not be necessary to utilize any inventions or any other intellectual property of any employees of or consultants to AGT or its Subsidiary (or Person AGT or its Subsidiary currently intends to hire) acquired prior to their employment by AGT or its Subsidiary in order to carry on the business as presently conducted by AGT and its Subsidiary. At no time during the conception of or reduction to practice of any Intellectual Property Right owned by AGT and/or its Subsidiary was

any developer, inventor or other contributor to such Intellectual Property Right operating under any grants from any Governmental Entity or university or private source, performing research sponsored by any Governmental Entity or agency or private source or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that could adversely affect AGT's and its Subsidiary's rights in such Intellectual Property Rights.

(v) **Books and Records.** All accounting and financial Books and Records have been fully, properly and accurately kept and completed in all material respects. The Books and Records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which are not available to AGT and its Subsidiary in the Ordinary Course.

(w) **Financial Statements.** The Financial Statements and the Interim Financial Statements have been prepared in accordance with GAAP applied on a basis consistent with those of previous fiscal years and each fairly, accurately and completely discloses in all material respects (i) the assets, liabilities and obligations (whether accrued, contingent, absolute or otherwise), income, losses, retained earnings, reserves and financial position of AGT and its Subsidiary, (ii) the results of operations of AGT and its Subsidiary, and (iii) the changes in the financial position of AGT and its Subsidiary all as at the dates and for the periods therein specified.

(x) **No Liabilities.** Neither of AGT or its Subsidiary has any liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) except for current liabilities incurred in the Ordinary Course since January 31, 2009.

(y) **Litigation.** There are no (i) actions, suits or proceedings, at law or in equity, by any Person (including, without limitation, AGT and its Subsidiary), (ii) arbitration or alternative dispute resolution process, or (iii) any administrative or other proceeding by or before (or to the knowledge of Escrow Parties any investigation by) any Governmental Entity, pending, or, to the knowledge of Escrow Parties, threatened against or affecting AGT or its Subsidiary, the business or assets of AGT and its Subsidiary. Neither of AGT or its Subsidiary is subject to any judgment, order or decree entered in any lawsuit or proceeding and neither of AGT or its Subsidiary settled any claim prior to being prosecuted in respect of it. Neither of AGT or its Subsidiary is the plaintiff or complainant in any action, suit or proceeding.

(z) **Tax Matters.**

(i) **Definition of Taxes.** For the purposes of this Agreement, the term "Tax" or, collectively, "Taxes" shall mean (A) any and all federal, state, provincial, municipal, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities.

(ii) **Computation, Preparation and Payment.** Each of AGT and its Subsidiary has correctly computed all Taxes, prepared and duly and timely filed all federal, state, provincial, municipal, local and foreign returns, estimates, information statements, elections, designations, reports and any other related filings ("**Tax Returns**"), required to be filed by it, has timely paid all Taxes which are or may become due and payable and has made adequate provision in the Financial Statements.

**ARTICLE 5**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

**5.1 Representations and Warranties of Purchaser**

Purchaser represents and warrants as follows to Escrow Parties and Minority Shareholders and acknowledges and confirms that Escrow Parties and Minority Shareholders are relying on such representations and warranties in connection with the sale by Vendors of the AGT Shares and the sale by Holdco Vendors of the Holdco Shares:

(a) **Incorporation and Corporate Power.** Purchaser is a corporation incorporated, in good standing and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into and perform its obligations under this Agreement.

(b) **Validity of Agreement.** Other than the consents which have been obtained, the execution, delivery and performance by Purchaser of this Agreement:

(i) have been duly authorized by all necessary corporate action on the part of Purchaser;

(ii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws or any contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected; and

(iii) will not result in the violation of any Law.

(c) **Execution and Binding Obligation.** This Agreement and, the Indemnification Escrow Agreement have been duly executed and delivered by Purchaser and constitute a legal, valid and binding obligation of Purchaser, enforceable against it in accordance with their respective terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(d) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity or Person as a condition to the lawful completion of the transactions contemplated by this Agreement other than in respect of the Shares and those filings, notices and authorization which have been obtained.

## ARTICLE 6 CLOSING

### 6.1 Date, Time and Place of Closing

The completion of the transaction of purchase and sale contemplated by this Agreement shall take place at the offices of AGT on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing between AGT and Purchaser.

## Article 7

### 7.3 AGT Indemnification in Favor of Purchaser

AGT shall indemnify and save Purchaser, harmless of and from any Damages suffered by, imposed upon or asserted against Purchaser as a result of, in respect of, connected with, or arising out of, under or pursuant to:

(a) any failure of AGT to perform or fulfil any of their covenants under this Agreement;

(b) any breach or inaccuracy of any representation or warranty given by AGT contained in Article 4 of this Agreement; and

(c) any liabilities or obligations of AGT of any nature whatsoever arising after the Closing Date in respect of any fact, condition or circumstance existing or occurring on or prior to the Closing Date, including, without limitation, any liabilities of AGT for Taxes due in connection with any period ending on or prior to the Closing Date.

### 7.5 Time Limitations

(1) The representations and warranties of AGT contained in this Agreement shall survive the Closing and, notwithstanding the Closing and any investigation made by or on behalf of Purchaser, shall continue for a period of two years after the Closing, except that:

(a) the representations and warranties set out in Sections 3.1, 3.2(a), 3.2(b), 3.2(d), 3.2(f), 3.2(g), 3.2(i) and Article 4 shall survive the Closing and continue in full force and effect without limitation of time;

(b) the representations and warranties set out in Section 3.2(hh) shall survive and continue in full force and effect until 90 days after the expiration of the period, if any, during which an assessment, reassessment or other form of recognized document assessing liability for tax, interest or penalties under applicable tax legislation in respect of any taxation year to which such representations and warranties extend could be issued under such tax legislation to AGT and its Subsidiary; and

(c) subject to Section 7.6(5), a claim for any breach of any of the representations and warranties of Escrow Parties and Minority Shareholders contained in this Agreement involving fraud or fraudulent misrepresentation shall survive and continue in full force and effect without limitation of time.

(2) The representations and warranties of Purchaser set out in Article 5 shall continue in full force and effect without limitation of time except for the representations and warranties of

Purchaser set out in Sections 2.8(c) and 5.1(d) which shall survive for a period of two years after the Closing.

(3) The obligation of indemnification set out in Sections 7.1, 7.2, 7.3 and 7.4 shall survive the Closing, except for the obligation of indemnification arising from (i) any incorrectness in, or breach of, any representation or warranty made by Escrow Parties pursuant to Section 3.2 of this Agreement which shall be subject to the limitations regarding survival of representations and warranties set forth in Section 7.5(1) (ii) Section 7.1(d) which shall survive for a period of two years after the Closing and (iii) any incorrectness in, or breach of, any representation or warranty made by Purchaser pursuant to Sections 2.8(c) and 5.1(d) which shall survive two years after the Closing.

## **7.9 Notification**

Promptly upon obtaining knowledge thereof, the Indemnified Party shall notify the Indemnifying Party of any cause which the Indemnified Party has determined has given or could give rise to indemnification under this Article 7 (a "Notice"), provided that in the case of an indemnification matter referred to in Section 7.1(d) a Notice may only be given by Purchaser to Escrow Parties if Purchaser has received a written notice from Cognex or one of its Affiliates which would give rise to indemnification pursuant to such Section. The omission so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any duty to indemnify and hold harmless which otherwise might exist with respect to such cause unless the notification occurs after the expiration of the applicable time limit as set out in Section 7.5 (and only to that extent), or the omission to notify materially prejudices the ability of the Indemnifying Party to exercise its right to defend provided in this Article 7.

## **7.10 Defense of Third Party Claim**

(1) If any legal proceeding shall be instituted or any claim or demand shall be asserted by a third party against the Indemnified Party (each a "Third Party Claim"), then the Indemnifying Party shall have the right, after receipt of the Indemnified Party's notice under Section 7.9 and upon giving notice to the Indemnified Party within not more than 25 calendar days of such receipt, to participate in the defense of the Third Party Claim at its own cost and expense with counsel of its own selection, provided that:

(a) the Indemnified Party shall at all times have the right to control the said defense;

(b) the Third Party Claim seeks only monetary damages and does not seek any injunctive or other relief against the Indemnified Party;

(c) legal counsel chosen by the Indemnifying Party is satisfactory to the Indemnified Party, acting reasonably; and

(d) amounts payable by the Indemnifying Party pursuant to a Third Party Claim shall be paid in accordance with the terms of the settlement or, final non-appealable judgment.

(2) The Indemnifying Party shall not be permitted to compromise and settle or to cause a compromise and settlement of any Third Party Claim, without the prior written consent of the Indemnified Party, unless:

(a) the terms of the compromise and settlement require only the payment of money and do not require the Indemnified Party, to admit any wrongdoing or take or refrain from taking any action; and

(b) the Indemnified Party receives, as part of the compromise and settlement, a legally binding and enforceable unconditional satisfaction or release, which is in form and substance satisfactory to the Indemnified Party, acting reasonably, from any and all obligations or liabilities it may have with respect to the Third Party Claim.

(3) If the Indemnifying Party fails within not more than 25 calendar days from receipt of the notice of a Third Party Claim to give notice of its intention to participate in the Third Party Claim in accordance with Section 7.10(1), then the Indemnifying Party shall be deemed to have waived its right to participate in the Third Party Claim and the Indemnified Party shall have the right (but not the obligation) to undertake or to cause AGT to undertake the defense of the Third Party Claim and compromise and settle the Third Party Claim on behalf, for the account and at the risk and expense of the Indemnifying Party.

(4) Where the Indemnifying Party participates in the defense of a Third Party Claim, the Indemnified Party will use its reasonable efforts to make available to the Indemnifying Party those employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in evaluating and participating in the defense of any such claims.

(5) With respect to any Third Party Claim at the request of the Indemnifying Party, the Indemnified Party shall make available to the Indemnifying Party or its representatives on a timely basis all documents, records and other materials in the possession of the Indemnified Party, at the expense of the Indemnifying Party, reasonably required by the Indemnifying Party for its use in defending any such claim and shall otherwise cooperate on a timely basis with the Indemnifying Party in the defense of such claim.

(6) With respect to any Third Party Claim in respect of income, corporate, sales, excise, or other tax or other liability enforceable by Lien against the property of the Indemnified Party, the Indemnifying Party's right to so defend the proceeding shall only apply after payment of the re-assessment.

## **ARTICLE 8 POST-CLOSING COVENANTS**

### **8.1 Further Assurances**

From time to time after the Closing Date, each Party shall, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the AGT Shares and the Holdco Shares to Purchaser and carry out the intent of this Agreement.



## ARTICLE 9 MISCELLANEOUS

### 9.1 Notices

All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed given if delivered personally, telecopied, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses set forth below or to such other address as the Party to whom notice is to be given may have furnished to the other Parties hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (A) in the case of personal delivery, on the date of such delivery, (B) in the case of telecopier, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (C) in the case of a national-recognized overnight courier in circumstances under which such courier guarantees next Business Day delivery, on the next Business Day after the date when sent and (D) in the case of mailing, on the third Business Day following that on which the piece of mail containing such communication is posted:

If to Purchaser at:

Triton Distribution Systems, Inc.  
105 Barbaree Way  
Tiburon, CA 94920

Attention: Gregory E. Lykiardopoulos

### 9.2 Time of the Essence

Time shall be of the essence of this Agreement.

### 9.5 Third Party Beneficiaries

The Parties intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person other than the Parties to this Agreement and no Person, other than the Parties to this Agreement shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

### 9.6 Expenses

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and accountants) incurred in connection with this Agreement and the transactions contemplated herein and therein shall be paid by the Party incurring such expenses.

## **9.7 Amendments**

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Parties hereto.

## **9.8 Waiver**

(1) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

(2) No failure on the part of the Parties to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

## **9.9 Non-Merger**

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the Closing and, notwithstanding such Closing and any investigation made by or on behalf of any Party, shall continue in full force and effect. Closing shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

## **9.10 Entire Agreement**

This Agreement together with the agreements referred to herein constitute the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein and neither of the Parties has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement.

## **9.11 Successors and Assigns**

This Agreement shall become effective when executed by the Parties hereto and after that time shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by Escrow Parties and Minority Shareholders without the prior written consent of the Purchaser. Purchaser may assign and transfer this Agreement and any of its rights and obligations under this Agreement to an Affiliate without the prior written consent of Escrow Parties and Minority Shareholders, provided that Purchaser shall not by reason of any such assignment and transfer be released from its obligations hereunder.

#### **9.12 Severability**

If any provision of this Agreement shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

#### **9.13 Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado applicable therein.

#### **9.14 Further Assurances**

The Parties agree to do, sign and execute all acts, deeds, documents, instruments and corporate proceedings as may be necessary or desirable to give full force and effect to this Agreement.

#### **9.15 Successors in Interest**

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns and legal representatives.

#### **9.16 Language**

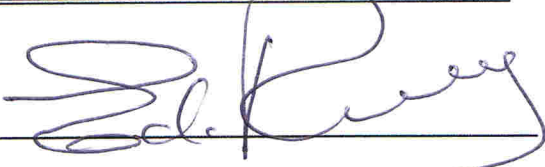
The Parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been and shall be drawn up in English only.

#### **9.17 Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Share Purchase Agreement as of the date first written above.

**ADVANCED GOLD TECHNOLOGY, INC.**



Signature

Edward Rubinstein

Name

CEO.

Title



Signature

Gregory Yudashkin

Name

President

Title

**Purchaser**

**TRITON DISTRIBUTION SYSTEMS, INC.**

By: 

Signature

GREGORY F. LYKIARDOPOULOS

Name

1/14/2011 CEO.

Title