FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1 NAME AND ADDRESS OF CORPORATION

Mercator Transport Group Corporation (the "**Corporation**")
2500 Daniel-Johnson Boulevard
Suite 400
Laval, Quebec, H7T 2P6

Item 2 DATE OF MATERIAL CHANGE

November 30, 2009

Item 3 NEWS RELEASE

Two press releases (attached) dated November 18, 2009 and December 2, 2009 were transmitted through CNW Telbec from Laval (Québec).

Item 4 SUMMARY OF MATERIAL CHANGE

On November 30, 2009, the Corporation concluded the acquisition of all the assets of the corporation Toti-Berg Freight Services Limited ("Toti-Berg") through its wholly owned subsidiary, Mercator Ghana Limited.

Item 5 FULL DESCRIPTION OF MATERIAL CHANGE

5.1 Full Description of Material Change

More specifically, Mercator Ghana Limited acquired all the assets of Toti-Berg, including the goodwill, as well as all rights in the permits and licenses held by Toti-Berg, such as its Ghanaian Licence for Custom-House Agent. The acquisition was concluded at arm's length, at a purchase price of CAD$100,000, payable through the issuance to the vendor of 250,000 common shares of the share capital of Mercator Transport, at a unit price of $0.40 per share.

During its last financial year ended December 31, 2008, Toti-Berg generated sales of CAD$226,000 (CAD$209,000 in 2007) and net profits of CAD$5,400 (CAD$7,300 in 2007) (amounts converted from Ghanaian to Canadian currency as at November 17, 2009, at a rate of 1.35 Ghanaian Cedis = CAD$1).

Toti-Berg is a Ghanaian corporation specialized in transport brokerage and transit operations. It was constituted in 1999, and its place of business is located in Tema, Ghana.

5.2 Information on restructuring transactions

Not applicable.

Item 6 **RELIANCE ON SUBSECTION 7.1(2) OR (3) OF NATIONAL INSTRUMENT 51-102**

This report is not filed under notice of confidentiality.

Item 7 **OMITTED INFORMATION**

Not applicable.

Item 8 **EXECUTIVE OFFICER**

For further information, contact Mr Patrick Bazinet, Interim CFO and Director, at 450-667-8886, ext. 228.

Item 9 **DATE OF REPORT**

December 4, 2009.

MERCATOR TRANSPORT ACQUIRES TOTI BERG FREIGHT SERVICES LIMITED IN WEST AFRICA

Laval (Quebec), November 18, 2009 - Mercator Transport Group Corporation ("Mercator Transport") (TSX-V: GMT) announces the conclusion of an agreement for the acquisition of all the assets of the corporation Toti Berg Freight Services Limited ("Toti Berg") through its wholly owned subsidiary, Mercator Ghana Limited.

More specifically, Mercator Ghana Limited will acquire all the assets, including goodwill, as well as all rights in the permits and licenses held by Toti Berg, such as its Ghanaian Licence for Custom-House Agent. Mercator Transport Ghana assumes none of the liabilities of Toti Berg. This acquisition is concluded at a purchase price of CAD$100,000, payable through the issuance to the vendor of 250,000 common shares of the share capital of Mercator Transport, at a unit price of CAD$0.40 per share. This transaction is concluded at arm's length and is subject to the approval of the TSX Venture Exchange.

During its last financial year ended December 31, 2008, Toti Berg generated sales of CAD$226,000 (CAD$209,000 in 2007) and net profits of CAD$5,400 (CAD$7,300 in 2007) (amounts converted from Ghanaian to Canadian currency as at November 17, 2009, at a rate of 1,35 Ghanaian Cedis = CAD$1).

Toti Berg is a Ghanaian corporation specialized in transport brokerage and transit operations, held by Messrs. Wilberforce Nuku Addae and Daniel Narh Bedu. Toti Berg, with its place of business located in Tema, Ghana, was constituted in 1999. Messrs. Addae and Bedu, along with certain employees of Toti Berg, will join the team of Mercator Ghana Limited, managed by Mr. Sudarsanan Pankajakshan.

Mr. Addae has more than 20 years of experience in the field of transport brokerage, including 11 as manager for a large international scale corporation. He is also Vice-President of the Ghana Institute of Freight Forwarders ("GIFF"). For his part, Mr. Bedu has been specialized in transport and customs brokerage, as well as in logistics in Ghana for the last 22 years. Both of Messrs. Addae and Bedu are licensed members of the GIFF.

About Mercator Transport

Mercator Transport specializes in transport brokerage, international logistics and distribution. With offices in Montreal (Canada), Las Vegas (USA), Lyon (France), and Tema (Ghana), Mercator Transport offers value-added services in global supply chain management, and designs tailor-made solutions. Customer intimacy and commitment differentiates Mercator Transport in its ability to implement customers' requirements.

Neither TSX Venture Exchange nor its Regulatory Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

For further information:
Mr. Patrick Bazinet, Director and Interim CFO
Investor relations
investisseur@corpgmt.com
(450) 667-8886

MERCATOR TRANSPORT ANNOUNCES CLOSING OF THE ACQUISITION OF TOTI BERG FREIGHT SERVICES LIMITED

Laval (Quebec), December 2, 2009 - Mercator Transport Group Corporation ("Mercator Transport") (TSX-V : GMT) announces the closing of the acquisition of all the assets of Toti Berg Freight Services Limited ("Toti Berg"), a Ghanaian corporation specialized in transport brokerage and transit operations, through its wholly owned subsidiary, Mercator Ghana Limited.

Let us remind the reader that this acquisition, announced November 18, 2009, was concluded at a purchase price of CAN$100,000, entirely payable by the issuance of 250,000 common shares of the share capital of Mercator Transport, at a unit price of $0.40 per share.

About Mercator Transport

Mercator Transport specializes in transport brokerage, international logistics and distribution. With offices in Montreal (Canada), Las Vegas (USA), Lyon (France), and Tema (Ghana), Mercator Transport offers value-added services in global supply chain management, and designs tailor-made solutions. Customer intimacy and commitment differentiates Mercator Transport in its ability to implement customers' requirements.

Neither TSX Venture Exchange nor its Regulatory Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

For further information:
Mr. Patrick Bazinet, Director and Interim CFO
Investor relations
investisseur@corpgmt.com
(450) 667-8886

ASSET PURCHASE AND SALE AGREEMENT

THIS agreement (hereinafter referred to as the "**Agreement**") entered into in the city of Tema, Ghana, on this 30th day of November 2009.

BETWEEN:	**MERCATOR GHANA LIMITED**, a legal person duly constituted under the *Companies Code*, *1963* (Ghana), having its registered office located at 2nd Floor Pyramid House, Ring Road Central, Accra, P. O. Box AN 19544, Accra-North, Tema, Ghana, herein represented by its Director, Mr. Xavier Aymé, duly authorized hereto by resolution of the board of directors dated November 30, 2009;
	(hereinafter referred to as the "**Purchaser**")
AND:	**TOTI-BERG FREIGHT SERVICES LIMITED**, a legal person duly constituted under the *Companies Code*, *1963* (Ghana), having its registered office located at H / No. T.8, Community 9, Tema, P.O. Box CE 11762, Tema, Ghana, herein represented by its Director, Mr. Wilberforce Nuku Addae, duly authorized hereto by resolution of the board of directors dated November 30, 2009;
	(hereinafter referred to as the "**Vendor**")
TO WHICH INTERVENE:	**MERCATOR TRANSPORT GROUP CORPORATION**, a legal person duly constituted under the laws of Canada, having its head office located at 2500 Daniel-Johnson Blvd, Suite 400, Laval, Quebec, H7T 2P6, herein represented by its Chief Operating Officer, Mr. Xavier Aymé, duly authorized hereto by resolution of the board of directors dated November 30, 2009;
	(hereinafter referred to as "**GMT**")
AND:	**MR. WILBERFORCE NUKU ADDAE,** an individual domiciled and residing at [redacted] *[address]*;
	(hereinafter referred to as "**Wilberforce**")
AND:	**MR. DANIEL NARH BEDU,** an individual domiciled and residing at [redacted] *[address]*;
	(hereinafter referred to as "**Daniel**")
	(Wilberforce and Daniel hereinafter referred to as the " **Principals**")

WHEREAS the Vendor operates a freight forwarding and transport brokerage business under the name "Toti-Berg Freight Services Limited" (the "**Business**");

WHEREAS the Vendor wishes to sell, and the Purchaser wishes to purchase, substantially all of the assets of such Business upon the terms and subject to the conditions hereinafter contained;

WHEREAS the Purchaser is a wholly own subsidiary of GMT, which traded its shares on the TSX Exchange (as described hereunder);

NOW THEREFORE in consideration of the covenants, preamble and agreements hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged by each of the parties, the parties hereto covenant and agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions

Where used herein, including the preamble, each Schedule and any amendments hereto, the following terms shall have the following meanings respectively:

"**Agreement**" means this purchase and sale agreement and all instruments and schedules supplemental hereto or in amendment or confirmation hereof;

"**Affiliate**" means any person which, directly or indirectly, is Controlled by, Controls or is under direct or indirect common Control with such person;

"**Applicable Laws**" means, with respect to any Person, property, transaction, event or other matter, (i) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of law, rule, municipal by-law, order or other requirement having the force of law, (ii) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively, the "**Law**") relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation;

"**Business**" means the business carried on by the Vendor as more particularly described in the recitals hereto;

"**Closing Date**" means November 30, 2009 or such other date as the parties or their respective counsel may mutually agree;

"**Control**" means, with respect to any Vendor, the ownership of more than 50% of the voting shares of that Vendor, including any shares which are voting only upon the occurrence of a contingency where such contingency has occurred and is continuing;

"**Encumbrances**" means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or howsoever arising and any rights or privileges capable of becoming any of the foregoing;

"**Financial Statements**" means the annual unaudited Financial Statements of the Vendor for the year ended December 31st, 2008;

"**GMT Shares**" means publicly traded Common shares of GMT;

"**Governmental Authority**" means:

(a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);

(b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;

(c) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and

(d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

"**Leased Premises**" means all premises leased by the Vendor under the Lease;

"**Losses**" has the meaning set forth at subsection 8.1 hereunder;

"**Material Adverse Effect**" means any material adverse change, event, circumstance or development with respect to, or Material Adverse Effect on, the Business, the Purchased Assets or the liabilities, condition (financial or otherwise) or results or operations of the Business;

"Permits" has the meaning set forth at subsection 5.1.3 hereunder;

"**Person**" means and includes any individual, Vendor, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;

"**Purchase Price**" means the sum stated in subsection 3.2, which is the counterpart payable by the Purchaser to the Vendor for all of the Purchased Assets, as provided herein;

"**Purchased Assets**" means the assets of the Business which are to be sold by the Vendor to the Purchaser pursuant to SECTION 3 hereof;

"**Regulatory Approvals**" means any and all approvals of any governmental or regulatory agency or person whose approval is required of the Transaction, including any approval of the TSX Exchange;

"**Schedules**" the following Schedules attached hereto form part of and are incorporated in this Agreement:

Schedule 3.1.2	List of Permits and licenses
Schedule 3.1.4	Client Lists
Schedule 5.2.2	Financial Statements
Schedule 5.7.1	List of Employees

"**Taxes**" means all taxes, including, without limitation, any and all sales, non-resident withholding, capital or excise taxes, customs duties, rates, levies, assessments, reassessments and other charges, together with all penalties, interest and fines with respect thereto, payable to any federal, provincial, municipal, local or other government or governmental agency, authority, board, bureau or commission, domestic or foreign;

"**Transaction**" means the assets transaction as contemplated herein; and

"**TSX Exchange**" means the TSX-Venture Exchange.

SECTION 2
GENERAL PROVISIONS

2.1 Headings

The headings used in this Agreement are for convenience or reference purposes only and shall not affect the construction or interpretation of this Agreement.

2.2 Number and Gender

All words importing the singular number shall include the plural and vice versa, and all words importing gender shall include the masculine, feminine and neuter gender.

2.3 Reference

Except as otherwise provided for herein, the words "Agreement", "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions shall refer to this Agreement and not to any particular section, subsection, paragraph, subparagraph, clause, sub clause or other portion thereof.

2.4 Currency

All references herein to monies shall be deemed to be to lawful money of Canada.

2.5 Time of the Essence

Time shall be of the essence of this Agreement.

2.6 Entire Agreement

This Agreement, including the Schedules hereto, constitutes the entire Agreement between the parties hereto and supersedes and terminates any and all pre-existing agreements and understandings relating thereto particularly the Letter of intent accepted November 16, 2009 signed by GMT, the Vendor and the Vendor.

2.7 Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Québec, Canada.

2.8 No Waiver

The failure of any party hereto to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or of any other obligation hereunder.

2.9 Successors and Assigns

This Agreement shall be binding upon the parties hereto and their respective successors and assignees, if any, and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assignees, if any.

2.10 Publicity

The Vendor acknowledge that the Transaction contemplated in this Agreement shall be publicly announced by GMT on the date and in the manner and form that GMT and the Purchaser will have determined, at their sole discretion and in accordance with TSX Exchange policies.

2.11 English Language

The parties hereto declare that they have requested the present Agreement be drawn up in English. Les parties aux présentes déclarent qu’elles ont exigé que la présente convention soit rédigée en anglais.

SECTION 3
PURCHASED ASSETS

3.1. Purchased Assets

Upon and subject to the terms and conditions set forth in this Agreement, the Purchaser hereby covenants and agrees to purchase from the Vendor and the Vendor hereby covenant and agree to sell, assign and transfer to the Purchaser certain assets of the Vendor (hereinafter the “**Purchased Assets**”), including, without limitation:

3.1.1. **Goodwill, Name, etc**.: the goodwill of the Business, together with the exclusive right of the Purchaser to represent itself as carrying on the Business in continuation of and in succession to the Vendor, and all rights in and title to the name “**Toti-Berg Freight Services**” or any variation or derivation thereof; all rights to any telephone numbers and telephone listings now used in relation to the Business;

3.1.2. **Regulatory Permits, Certifications, Licenses and Rights**: all licenses, registrations, permits, certifications and qualifications of the Business and the Principals required by any third party and any governmental or regulatory authority, and required for the conduct of the Business, as exploited as of the date hereof, to the extent transferable including, without limitation:

[redacted]

[redacted]

[redacted]

d) [redacted]
[*List of permits*]

3.1.3. **Contractual Rights**: all of the Vendor's and the Principals’ rights, title and interest to and under all other contracts and agreements (written or oral) relating directly or indirectly to the Business, including, without limitation, all insurance benefits, warranty rights and maintenance contracts in relation thereto, subject to the Purchaser's review and acceptance of such contracts and agreements prior to the Closing Date;

3.1.4. **Customer Lists and Information:** all customer lists, files, data and information relating to customers and prospective customers of the Business and / or the Principals as of the Closing Date including, without limitation, the customer list which has been delivered by the Vendor to the Purchaser prior to the Closing Date, attached hereto as Schedule 3.1.4 ;

3.1.5. **Prepaid Expenses**: all prepaid expenses relating to the Business as of the Closing Date;

3.1.6. **Cash, Bank Balances and Receivables**: all cash, bank balances, monies in possession of any banks or depositories, term or time deposits, guaranteed investment certificates, treasury bills, other securities and similar cash or cash equivalent items, as well as all account receivables relating to the Business owned by the Vendor as of the Closing Date, which shall be of a minimum of 47,000 Ghana Cedi;

3.1.7. **Customer Contracts**: all rights, titles and interests of the Vendor in and to all customer contracts;

3.1.8. **Business Records**: all books, records, files and documents relating to the Business;

3.1.9. **Tangible Assets**: all tangible assets of the Vendor, including, without limitation, any and all computer equipment and hardware, furniture, furnishings and other equipment and miscellaneous items used in or relating to the Business;

3.2. Retained Liabilities and Indemnity

The Purchaser will not assume and will not be liable for, and the Vendor and the Principals will indemnify the Purchaser from and against, all obligations, commitments and liabilities of and claims against the Vendor relating to the Business. Without limiting the generality of the foregoing, it is agreed that the Purchaser will have no liability for any of the following obligations or liabilities:

3.2.1. all liabilities in respect of all indebtedness of the Vendor to all Persons;

3.2.2. all claims and liabilities for warranties relating to any service of the Business performed or delivered or omitted on or prior to the Closing Date;

3.2.3. all liabilities for all taxes, duties, levies, assessments and other such charges, including any penalties, interests and fines with respect thereto, payable by the Vendor to any federal, provincial, municipal or other government or governmental agency, authority, board, bureau or commission, domestic or foreign, including, without limitation, any taxes in respect of or measured by the employment, sale, consumption or performance by the Vendor of any service prior to the Closing Date;

3.2.4. all liabilities for salary, bonus, vacation pay and other compensation and all liabilities under employee benefit plans of the Vendor relating to employment of all persons in the Business on or prior to the Closing Date;

3.2.5. all severance payments, damages for wrongful or constructive dismissal and all related costs in respect of the termination by the Vendor of the employment of any employee of the Business who does not accept the Purchaser's offer of employment hereof and in respect of any employee of the Business who is not offered employment by the Purchaser; and

3.2.6. all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment in the Business on or prior to the Closing Date.

3.3. Purchase Price and modalities

Based on the premises described herein, in consideration of the aforesaid purchase, transfer and delivery of the Purchased Assets, GMT, by and on behalf of the Purchaser, shall pay to the Vendor, a purchase price of ONE HUNDRED THOUSAND dollars ($100,000.00) by the issuance of TWO HUNDRED FIFTY THOUSAND (250,000) GMT Shares (hereinafter the "**Purchase Price**") at a unit price of forty cents ($0.40), in accordance with the modalities as hereinafter defined:

Issuer	Vendor	Class of shares	Number of share	Unit price
Mercator Transport Group Corporation	Toti-Berg Freight Services Limited	Publicly traded Common Shares	250,000	0.40$

The Two Hundred Fifty Thousand (250,000) GMT Shares issued to the Vendor in accordance with this Agreement shall be escrowed for a period of thirty six (36) months, pursuant to, and in accordance with the terms and conditions of an escrow agreement to be concluded concurrently to this agreement, during which period the said GMT Shares shall not be resold or otherwise transferred.

3.4. Closing Financial Statements

Unaudited financial statements of the Vendor shall be prepared as of the Closing Date by the Vendors' auditors at their cost for the period ending at the Closing Date. All fees related to the closing of the Transaction shall be sufficiently provisioned at the Closing Date in the draft unaudited financial statements including all taxes and depreciation. From the date of receipt of the draft unaudited financial statements, the Purchaser's accountants shall have the option to review the draft unaudited financial statements.

SECTION 4
PAYMENT OF TAXES

As the case may be, the Vendor shall be liable for and shall pay all applicable federal and provincial sales taxes, land transfer taxes, goods and services taxes, excise taxes and all other taxes, including all income taxes of the Vendor, duties and other like charges properly payable upon and in connection with the conveyance and transfer of the Purchased Assets to the Purchaser.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE PRINCIPALS

The Vendor and the Principals jointly and severally represent and warrant to the Purchaser as stated below and acknowledge that the Purchaser is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Transaction.

5.1 Corporate Matters

5.1.1 Status and Capacity of the Vendor. The Vendor has been duly incorporated and organized, is a subsisting corporation in good standing under the laws of the jurisdiction under which it subsists, and has the corporate power and capacity and is duly qualified to own or lease its property and to carry on the Business as now conducted in each jurisdiction in which it owns or leases property or carries on business.

5.1.2 Corporate Authorization. The transfer of the Purchased Assets contemplated herein has been duly authorized by all corporate actions required by the Vendor.

5.1.3 Permits, Qualifications, Certifications and Licenses. The Vendor and the Principals hold all permits, licenses, accreditations, attestations, trademarks, certificates, consents, approvals and authorizations of, or registrations with, any governmental, judicial, public or regulatory authority or body, necessary for the lawful operation of the Business pursuant to the law (collectively, the "**Permits**") requisite for the conduct of the Business, as exploited as of the date hereof, and except as otherwise disclosed herein, the Vendor and Principals have complied with all Applicable Laws applicable to the conduct of the Business. Schedule 5.1.3 sets forth a complete and accurate list of the Permits. No fact or event exists, including the entering into of this Agreement, which is likely to result in the revocation, cancellation, suspension or limitation of any Permit or to prevent the renewal of any Permit.

5.1.4 Contractual and Regulatory Approvals. The Vendor is not under any obligation, contractual or otherwise, to request or obtain the consent or approval of any Person or to make any notification to any Person:

a) by virtue of or in connection with the execution, delivery or performance by the Vendor of this Agreement or the completion of any of the transactions contemplated herein, including the sale of the Purchased Assets;

b) to avoid the loss or termination of any Permits or to avoid the violation or breach of, or any default under, or the creation of any Encumbrance under the terms of any Applicable law; or

c) in order that the authority and ability of the Vendor to carry on the Business in the ordinary course and in the same manner as presently conducted remains in good standing and in full force and effect as of and following the Transaction.

5.1.5 Complete and correct copies of any agreements or other documents pursuant to which the Vendor is obligated to request or obtain any such consent or approval or to make any such notification have been provided to the Purchaser.

5.2 Financial Matters.

5.2.1 Books and Records. All material financial transactions of the Vendor and all material financial transactions regarding the Business have been properly recorded in the books and records of the Vendor, and all applicable legal and accounting requirements and good business practice. Such books and records:

a) accurately reflect the assets, liabilities, revenues, expenses and results of operations of the Vendor and the Business shown in the Financial Statements; and

b) together with all disclosures made in this Agreement, present fairly the financial condition and the revenues, expenses and results of the operations of the Vendor and the Business as of and to the date hereof.

5.2.2 Financial Statements. The Financial Statements have been prepared on a basis consistent with financial statements of previous years. The Financial Statements present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise), financial condition and results of operations of the Vendor and the Business, on a basis consistent with financial statements of previous periods.

5.2.3 Liabilities of the Vendor. There are no liabilities (contingent or otherwise) of the Vendor of any kind whatsoever, and there is no basis for any assertion against the Vendor of any liabilities of any kind, other than liabilities which have been:

a) disclosed, reflected in or provided for in the Financial Statements; or

b) incurred since the Financial Statements date in the ordinary course of the operation of the Business and, in the aggregate, do not have a Material Adverse Effect.

For greater certainty and notwithstanding anything to the contrary herein, even though a liability of the Vendor may be disclosed in this Agreement, the Vendor shall be responsible for such liability and indemnify and hold the Vendor and the Purchaser harmless therefrom.

5.2.4 Product Guarantees, Warranties and Discounts.

a) No guarantee or warranty for which the Vendor could be responsible has been given in respect of any of the services provided in respect of the Business, except guarantees or warranties given by the Vendor in respect of services provided in the ordinary course of the Business, and guaranties or warranties implied by any Applicable Laws;

b) During each of the three (3) fiscal years of the Vendor ended immediately preceding the date hereof, no claim has been made against the Vendor for breach of warranty or contract requirement or negligence or for a price adjustment or other concession in respect of any defect in or failure to perform or deliver any service;

5.2.5 Accounts Receivable: The accounts receivable included in the Purchased Assets arose from *bona fide* transactions in the ordinary course of the Business and are valid, enforceable and fully collectible accounts. Such accounts receivable are not subject to any set-off or counterclaim;

5.2.6 Debt Obligations. Except as disclosed in the Financial Statements, the Vendor does not have outstanding bonds, debentures, mortgages, promissory notes or other indebtedness and was not under any obligation to create or issue any bonds, debentures, mortgages, promissory notes or other indebtedness other than indebtedness incurred in the ordinary course of business since December 31, 2008. The Vendor has no obligations pursuant to any bonds, debentures, hypothecs, mortgages, promissory notes or other indebtedness and the Vendor is not a party to or bound by any covenant or agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Person. The Vendor has no outstanding bonds, debentures, hypothecs, mortgages, promissory notes other indebtedness in favor of or for the benefit of the Principals, and the Principals are not a party to or bound by any covenant or agreement of guarantee in favor of or for the benefit of the Vendor.

5.2.7 Absence of Certain Changes or Events. Since December 31, 2008 the Vendor has not:

a) incurred any obligation or liability (fixed or contingent) or indebtedness, except normal trade or business obligations incurred in the ordinary course of the Business;

b) paid or satisfied any obligation or liability (fixed or contingent), except:

  i) liabilities reflected in the Financial Statements;

  ii) current liabilities incurred in the ordinary course of the Business; and

  iii) scheduled payments pursuant to obligations under loan agreements or other contracts or commitments disclosed or described in this Agreement;

c) created any Encumbrance upon any of its properties or assets;

d) sold, assigned, transferred, leased or otherwise disposed of any of its properties or assets, except in the ordinary course of the Business;

e) purchased, leased or otherwise acquired any properties or assets, except in the ordinary course of the Business;

f) waived, cancelled or written off any rights, claims, accounts receivable or any amounts payable to the Vendor or any Principal, except in the ordinary course of the Business;

g) entered into any transaction, contract, agreement or commitment, except in the ordinary course of the Business;

h) terminated, discontinued, closed or disposed of any plant, facility or business operation;

i) made any material change in the method of billing customers or the credit terms made available by the Vendor to its customers;

j) made any material change in the method and practice of collecting accounts receivable with respect to the Business;

k) made any change in the method and practice of paying obligations and liabilities with respect to the Business;

l) made any material change with respect to any method of management, operation or accounting in respect of the Business;

m) suffered any damage, destruction or loss (whether or not covered by insurance) which had or could have a Material Adverse Effect;

n) increased any form of compensation or other benefits payable or to become payable to any employee of the Vendor;

o) made or incurred any material change in, or become aware of any event or condition which is likely to have a Material Adverse Effect; or

p) authorized, agreed or otherwise become committed to do any of the foregoing.

5.3 Tax Matters.

5.3.1 The Vendor has duly and on a timely basis prepared and filed all Tax Returns and other documents required to be filed by it in respect of all Taxes, and such Tax Returns and documents are complete and correct.

5.3.2 The Vendor has paid all Taxes which are due and payable by it. Adequate provision was made in the Financial Statements for all Taxes for the periods covered by the Financial Statements. The Vendor has no liability for Taxes other than those provided for in the Financial Statements and those arising in the ordinary course of the operation of the Business since December 31, 2008 for which applicable tax installments have been made as required by Applicable Laws.

5.3.3 There are no actions, suits, proceedings, investigations, inquiries or claims now pending or made or, to the Vendor's knowledge, threatened against the Vendor in respect of Taxes.

5.3.4 There are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any Tax Return or other document or the payment of any Taxes by the Vendor or the period for any assessment or reassessment of Taxes.

5.3.5 The Vendor has withheld from each amount paid or credited to any Person the amount of Taxes required to be withheld therefrom and has remitted such Taxes to the proper Tax or other Governmental Authorities within the time required under Applicable Law.

5.4 Property of Vendor.

5.4.1 **Title to Assets.** The Vendor is the owner of and has good and valid title to all properties and assets, including all properties and assets reflected in the Financial

Statements for the year 2008 and all properties and assets acquired by the Vendor after the December 31, 2008, free and clear of all Encumbrances.

No other Person owns any assets which are being used in the Business. There are no agreements or commitments to purchase property or assets by the Vendor, other than in the ordinary course of the Business.

5.4.2 **Movable Property.** The Vendor is not the lessee of any movable or personal property and is not a party to any conditional sale or other title retention agreement.

5.5 Leased Premises.

5.5.1 **Immovable Property.** The Vendor does not have any right, title or interest in any immovable or real property except for the interests in the Leased Premises. The Vendor hereby further acknowledges that said lease may be terminated upon written ninety (90) day notice, without further formality or penalty.

5.6 Conduct of Business.

5.6.1 **No Material Adverse Change.** Since December 31, 2008, there has not been any material change in the affairs, prospects, operations, assets or financial condition of the Business other than changes in the ordinary and normal course of business, none of which have had a Material Adverse Effect; nor has there been any damage, destruction or loss or other event, development or condition of any character (whether or not covered by insurance) which has had a Material Adverse Effect.

5.6.2 **Insurance.** The Vendor hereby represents that the Purchased Assets are adequately an sufficiently insured for the full value thereof, and all insurance policies providing coverage for the Purchased Assets are issued by accredited insurers.

5.6.3 **Cash Balance.** The Vendor has not done anything to reduce or otherwise negatively impact the balance of its cash account other than paying in the ordinary course of business its account payable and accrued liabilities incurred by the Vendor in the normal course of business.

5.6.4 **Necessary Assets.** The Purchased Assets are adequate for the conduct of the Business as usually conducted and include all proprietary rights, trade secrets and other property and assets, tangible and intangible, applicable to or used in connection with the Business. Neither the Vendor nor any other Person owns any assets which are being used in or are reasonably necessary to carry on the Business or operations as currently conducted by the Vendor in the normal course of the Business.

5.6.5 **Corporate names** The Vendor is doing business under the name of “Toti-Berg Freight Services Ltd”, which is validly detained by the Vendor, who holds a complete and exclusive right to use such name.

5.6.6 **Restrictions on Doing Business.** The Vendor is not a party to or bound, directly or indirectly, by any agreement or commitment which would restrict or limit its rights to carry on or compete in any business or activity or to solicit business from any Person or in any geographical area or otherwise to conduct the Business as currently conducted. The Vendor is not subject to any legislation or any judgment, order or requirement of any court or Governmental Authority which is not of general application to Persons carrying on a business similar to the Business. There are no facts or circumstances which could have a Material Adverse Effect on the ability of the Vendor to continue to operate the Business as presently conducted following the completion of the Transaction.

5.7 Employment Matters.

5.7.1 Employees. Schedule 5.7.1 states the name, job title, duration of employment and all remuneration of, and the nature of services performed by, each employee of the Vendor and indicates the names of those who have stated that they will resign or retire as a result of the transaction contemplated by this Agreement.

5.7.2 Remuneration. All amounts owed or to be owed as salary and severance pay owed and payable to the employees of the Vendor, including bonuses, commissions, vacation pay or other forms of remuneration owed and payable as of the date of this Agreement which have been paid in full up to the date of this Agreement; no employee nor account managers has any claim, of any sort whatsoever, against the Vendor, except claims for remuneration owed for the current period, and vacation pay not yet paid out to certain employees, where applicable; the Vendor has made all tax deductions at the source required by Law on such matter, and has pay or shall pay such tax deductions to competent authorities as required by Law;

5.7.3 Employee Legislation. The Vendor has complied with all Applicable Laws, rules, regulations and orders applicable to it relating to employment, including those relating to wages, hours, collective bargaining, occupational health and safety, workers' hazardous materials, employment standards, pay equity and workers' compensation. There are no outstanding charges or complaints against the Vendor relating to unfair labour practices or discrimination or under any legislation relating to employees. The Vendor has paid in full all amounts owing under the Applicable Laws, and there are no circumstances that would permit a penalty or reassessment under such legislation. There are no charges or orders outstanding which require the Vendor to comply under the Applicable Laws.

5.7.4 Incentive Plans and Pension Plans and Benefit Plans. There are no incentive plans or pension plans or benefit plans applicable to any of the employees of the Vendor as of the Closing Date.

5.8 General Matters.

5.8.1 Compliance with Constating Documents, Agreements and Laws. The execution, delivery and performance of this Agreement by the Vendor and each of the other agreements contemplated or referred to herein, and the completion of the Transaction, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations under:

a) any term or provision of any of the articles, by-laws or other constating documents of the Vendor;

b) the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which the Vendor is a party or by which the Vendor is bound; or

c) any Permit, any order of any court, Governmental Authority or regulatory body or any Applicable Law of any jurisdiction in which the Business is carried on.

5.8.2 Enforceability. Each of the Vendor and the Principals represents and warrants as to himself that this Agreement constitutes a legal, valid and binding obligation of such Vendor and Principals enforceable against them in accordance with its terms.

5.8.3 Compliance with Laws. The Vendor is not in violation of any Applicable Law relating to, without limitation, its operations, offer of services, advertising, sales or employment practices, wages and hours, which violation could reasonably be expected to have a Material Adverse Effect on the Business.

5.8.4 Litigation. There are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of the Vendor or the Principals) pending or threatened, by or against or affecting the Business of the Vendor or the Purchased Assets, at law or in equity, or before or by any court or any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which might have a Material Adverse Effect on the Business or the Vendor or which might adversely affect the ability of the Vendor to enter into this Agreement or to consummate the sale of the Purchased Assets, and the Vendor is not aware of any existing ground on which any action, suit or proceeding may be commenced with any likelihood of success. There are no grounds on which any such action, suit or proceeding might be commenced with any likelihood of success.

5.8.5 Copies of Documents. True and complete copies of all contracts, leases, Permits, benefit plans, policies of insurance and other documents identified in any Schedule to this Agreement have been delivered to the Purchaser.

5.8.6 Disclosure. The representations and warranties of the Vendor and the Principals contained in this Agreement and in any document delivered thereunder are accurate and complete, do not contain any untrue statement of a material fact or, considered in the context in which presented, omit to state a material fact necessary in order to make the statements and information contained herein or therein not misleading. Without restricting the generality of the foregoing, there are no facts known to the Vendor or the Principals which should be disclosed to the Purchaser in order to make any of the representations and warranties contained in this Agreement not misleading or which may have a Material Adverse Effect, and no facts are known to the Vendor or the Principals which may have a Material Adverse Effect on or would operate to prevent the Vendor from using the assets of the Business to operate the Business in the manner in which the Vendor has operated the Business prior to the date of this Agreement.

SECTION 6
CLOSING CONDITIONS

The Vendor and the Principals jointly and severally covenant and agree with the Purchaser that at the Closing Date, they will do or sign or will cause to be done or signed the following:

6.1. Employment Agreement – for each of the Principals, to conclude, with the Purchaser or any other GMT's subsidiary, prior to the signature of this Agreement, an employment agreement, which shall include, without limitation, a non-competition and non-solicitation covenant of a duration of five (5) years from the date of termination of their employment with the Purchaser;

6.2. Releases and Discharges - the Principals shall give a full release and discharge to the

Purchaser;

6.3. **Insider Trading** – each of the Principals shall sign and agree to be bound to the terms and conditions of GMT's insider trading policy, in force as of the Closing Date;

6.4. **Licenses, Permits, Certifications** - the Vendor and the Principals shall obtain or renew, as of the Closing Date, all licenses, permits, certifications, as well as all other authorizations and qualifications required by the Purchaser to operate the Business;

6.5. **Customs License** – all customs licenses held by the Vendor and the Principals shall be transferred to the Purchaser as of the Closing Date;

6.6. **Additional Requirements** – to obtain signed copies of any and all other required documents, and take any and all useful and necessary actions and steps to give full effect to this Agreement and to the terms and conditions thereof;

6.7. **Escrow Agreement** – to conclude an escrow agreement on the GMT Shares issued to the Vendor pursuant to this Agreement;

6.8. **Third Party consents** – to obtain consents, waivers or acceptances from all third parties, including, without limitations, from governmental authorities of competent jurisdiction, that are necessary or useful in the reasonable advice of Purchaser, so as to allow the conclusion of the Transaction, the whole according to terms and conditions acceptable to, and at the sole discretion of the Purchaser;

6.9. **Termination of Employments** – to terminate the employment of all employees that the Purchaser does not wish to retain within ninety (90) days following the Closing Date, the whole at their expense. All fees, termination pay, vacation pay and any other expense related to such termination shall be accounted for as an expense incurred before the Closing Date. Vacation pay due to employees retained by the Purchaser shall be accounted for as an expense incurred before the Closing Date. The Vendor shall obtain adequate releases and discharges from any employee who shall receive termination pay in connection with the Transaction;

6.10. **Employment Agreements and Insider Trading Policies** – to conclude the relevant agreements with all other employees of the Vendor with whom the Purchaser wishes to conclude an employment agreement, as well as to obtain the signature of GMT's insider trading policies from all such employees;

6.11. **Lenders Confirmations** – if applicable, to provide to the Purchaser satisfactory confirmations from lenders and guaranteed creditors that they consent to the continuance of the present credit facilities of the Vendor following the completion of the Transaction;

6.12. **Pending Claims** – as of the Closing Date, there shall be no threatened or pending claims against the Vendor, which may have a Material Adverse Effect on the Business;

6.13. **Material Change** – no Material Adverse Change shall take place in the Applicable Laws or business, operation, situation, or outlook of the Vendor;

SECTION 7
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

7.1. **Survival of Representations and Warranties of the Vendor and the Principals**

All the representations and warranties made by the Vendor and the Principals contained herein or in any other agreement or instrument delivered pursuant hereto or in any of the Schedules will survive the completion of the transactions contemplated by this Agreement, provided that such representations and warranties will only survive for a period of three (3) years from the Closing Date, except for the representations or warranties relating to i) a tax matter, other than a Claim in respect of a misrepresentation made or fraud committed in filing a tax return or supplying information for the purposes of any applicable tax legislation, which shall survive for a period commencing on the Closing Date and ending on the date on which the last applicable limitation period under any applicable tax legislation expires with respect to any taxation year which is relevant in determining any liability under this Agreement with respect to tax matters and except for ii) any representation and warranty in respect of which a Claim based on fraud is made, and iii) any representation and warranty relating to the Vendor which, in each and all of these exceptions, shall be unlimited as to duration.

After which time, if no Claim shall have been made hereunder against a party prior to the expiration of the relevant period of survival, such party shall have no further liability with respect to such representations and warranties.

SECTION 8
INDEMNIFICATION

8.1. Indemnification by the Vendor and the Principals

The Vendor and the Principals shall jointly and severally, without the benefit of division and discussion, indemnify and hold the Purchaser and GMT, their directors, officers, employees, agents, partners and representatives harmless from and against any claims, demands, actions, threatened actions, causes of action, judgments, damages, losses (which shall include any diminution in value), liabilities, costs of expenses (including, without limitation, interest, penalties and reasonable attorney's and experts fees and disbursements), including any tax liabilities (collectively, the "**Losses**") which may be made against the Purchaser and GMT, their directors, officers, employees, agents, partners and representatives, or which any of them may suffer or incur as a result of, arising out of or relating to:

a) Any violation, contravention or breach of any covenant, agreement or obligation of the Vendor and / or the Principals under or pursuant to this Agreement;

b) Any incorrectness in, or breach of, any representation or warranty made by the Vendor and / or the Principals in SECTION 5, the Schedules or in any certificate or other document delivered or given pursuant to this Agreement, whether or not the Purchaser relied thereon or had knowledge thereof;

c) Any liabilities of the Vendor and / or the Principals of any nature whatsoever existing on or 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 the Vendor for Taxes due, together with any penalties or interest, in connection with any period ending on or prior to the Closing Date) and arising from the conduct of the Business by the Vendor and / or the Principals prior to the Closing Date;

d) all liabilities for all taxes, duties, levies, assessments and other such charges, including any penalties, interests and fines with respect thereto, payable by the Vendor to any federal, provincial, municipal or other government or governmental agency, authority, board, bureau or commission, domestic or foreign, including, without limitation, any taxes in respect of or measured by the sale, consumption or performance by the Vendor of any service prior to the Closing Date or any similar legislation in respect of all remuneration payable to all persons employed in the Business prior to the Closing Date;

e) all liabilities for salary, bonus, vacation pay and other compensation and all liabilities of the Vendor relating to employment of all persons in the Business prior to the Closing Date;

f) Any refund or credit claimed pursuant to the terms of any contracts or otherwise by any customer for fees or commissions on services rendered prior to the Closing Date.

8.2. Obligation to Reimburse

The Vendor and the Principals shall reimburse, on demand, to the Purchaser and GMT the amount of any Losses suffered or incurred by the Purchaser and/or GMT, the whole as of the date that the Vendor and the Principals incur any such Losses, together with interest thereon from the aforesaid date until payment in full at the rate stated in paragraph 8.4 hereof.

8.3. Delay for Indemnification and offset

Subject to the terms of this section, any amount claimed under subsection 8.1 shall be paid by the Vendor to the Purchaser within Five (5) business days following the receipt of a notice to that effect from the Purchaser and describing the facts on which rests the claim and the amount of said claim. Upon expiry of the aforementioned delay and in the event of failure of the Vendor to pay any amount thus claimed hereunder, it is hereby agreed that the Purchaser shall, at its sole discretion, have the opportunity to deduct any and all amount, which shall include, with no limitation, salary, bonuses or any other remuneration or any and all shares issued as Purchase Price in accordance with this Agreement or any and all publicly traded shares of GMT that may be issued to the Principals following the completion of the Transaction contemplated in this Agreement, whether these publicly traded GMT shares being escrowed or not, from all sum which may become payable to the Vendor and / or the Principals by the Purchaser.

8.4. Interest

Any amount payable by the Vendor and / or the Principals to the Purchaser hereunder, and which has not been paid out in accordance with the above sections shall bear interest until complete payment thereof, at the preferential rate of interest plus Four percent (4%), as determined from time to time and applicable on the date of the claim. Such interest shall be calculated daily and be payable on the last day of every calendar month, and any interest not so paid shall bear interest at the same rate.

SECTION 9
CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION

9.1. Confidentiality

The parties hereto agree that any confidential information obtained from the other with respect to the Transaction shall be held in confidence by such party unless required by law to disclose the same. The term "**confidential information**" includes all information of or pertaining to, the parties or their assets, but does not include information which:

(i) is or becomes generally available to the public prior to the time of disclosure or use by the party other than as a result of the disclosure in violation of this Agreement;

(ii) was available to the party on a non-confidential basis prior to its disclosure to such party or its agents; or

(iii) becomes available to the party on a non-confidential basis provided that such information is not to such party's knowledge disclosed by such source to the party in violation of a confidentiality agreement between such source and the other party.

9.2. Non competition

For a period of five (5) years following the termination of one or both of the Principals' employment with the Purchaser, each of the Principals hereby undertakes and convenes, on his own behalf or on behalf of any Person, whether directly or indirectly, in any capacity whatsoever, through or in connection with any Person, not to carry on any business activity similar to the Business, be such involvement direct or indirect, in any capacity whatsoever (except as a shareholder not holding more than five percent (5%) of the voting shares of a business whose shares are traded on a recognized North American stock exchange) and in any manner and not to be engaged, participate, be implicated, related or interested, or extend loans, guarantee the debts or obligations or to use his name in whole or in part in such business activity. The territory on which this restrictive covenant shall apply shall be Africa;

9.3. Non sollicitation

For a period of five (5) years following the termination of one or both of Principals' employment with the Purchaser, each of the Principals hereby undertakes and convenes, not to solicit, carry on or attempt to carry on business anywhere, directly or indirectly in any manner whatsoever, with any client, supplier or agent of the Vendor, the Purchaser, GMT and its subsidiaries or Affiliates thereof, their associated companies and companies in the same Business. No Vendor, nor the Principals shall solicit or hire, directly or indirectly in any manner whatsoever, as an employee, consultant, or in any capacity whatsoever any employee, officer, manager, or other Person part time or full time of the Purchaser, GMT and its subsidiaries or Affiliates, and shall not encourage, directly or indirectly, any such Person to leave his employment.

For the purposes hereof:

a) Any employee of the Vendor who, during the aforesaid period, accepts remunerated work or to perform any service for a fee to any company in which the defaulting Principal has as direct or indirect interest as owner, investor, shareholder, officer or employee or in any other manner, shall be deemed to have been solicited;

b) Any Person who was an employee of the Vendor on the date of execution of this Agreement or in the preceding twelve (12) months shall be deemed to be an employee of the Vendor;

c) Any client, supplier or agent of the Vendor who accepts during the aforesaid period to retain the services of any business competing with the Vendor and in which the defaulting Principal has as direct or indirect interest as owner, investor, shareholder, officer or employee or in any other manner, shall be deemed to have been solicited;

d) Any Person who has retained the services of the Vendor and / or one of the Principals in the two (2) years preceding the aforesaid period shall be deemed to be a client of the Vendor ;

9.4. Acknowledgements

9.4.1 The Vendor and each of the Principals acknowledges that the above non competition and non solicitation covenants are valid, reasonable and essential to allow the Purchaser to adequately protect its position in its domain and that said prohibitions shall not prevent them to earn their livelihood.

9.4.2 The Vendor and each of the Principals acknowledges that any violation on his part of the above non competition and non solicitation covenants shall cause serious and irreparable damage to the Purchaser and GMT and that even a judgment granting damages to the Purchaser and GMT for such violation would not adequately remedy the harm created. Consequently, in the event of any violation on his part, the Purchaser may, at the defaulting Principal and Vendor's expense, seek provisional and final injunctive relief.

SECTION 10
CLOSING

10.1. Closing Arrangements

The closing shall take place at the Closing Date or at such other time or place as the parties hereto may mutually agree.

10.2. Deliveries by the Vendor

At the Closing Date, upon fulfillment of all of the conditions set out herein, the Vendor shall deliver to the Purchaser the following documents together with any other corporate document required to give full effect to the Transaction:

10.2.1. **Corporate procedures** – the Vendor shall take all necessary corporate measures to ensure approval of the transfer of the Purchased Assets and to give full effect to the Transaction. All documents pertaining to the authorization and closing of the Transaction, as well as all measures and procedures relating to the performance of the obligations of the Vendor hereunder and taken up to the Closing Date shall be to the satisfaction of the Purchaser and its legal advisors or counsellors. The Purchaser shall have received copies of all such documents, as well as proof that all such measures and procedures have been taken as has reasonably be requested, the whole to the satisfaction of the Purchaser and its legal advisors and counselors;

(the bottom of this page has intentionally been left in blank, the signatures are shown on next page)

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

SIGNED IN TEMA, this 30th day of November, 2009.

PURCHASER **MERCATOR GHANA LIMITED**	**VENDOR** **TOTI-BERG FREIGHT SERVICES LIMITED**
(s) Xavier Aymé	*(s) Wilberforce Nuku Addae*
Per : Xavier Aymé, Secretary	Per : Wilberforce Nuku Addae, President
PRINCIPALS	
(s) Wilberforce Nuku Addae	*(s) Daniel Narh Bedu*
Wilberforce Nuku Addae	**Daniel Narh Bedu**
MERCATOR TRANSPORT GROUP CORPORATION	
(s) Xavier Aymé	
Per : Xavier Aymé, Chief Operating Officer	

Schedule 3.1.2

This Schedule forms an integral part of the Agreement

List of Permits

Permits
[*list of permits*]

Schedule 3.1.4

This Schedule forms an integral part of the Agreement

Client Lists

Major clients	Activities

[*list of clients*]

Schedule 5.2.2

This Schedule forms an integral part of the Agreement

Financial Statements

[*financial statements*]

Schedule 5.7.1

This Schedule forms an integral part of the Agreement

List of Employees

Employees	Title

[*list of employees*]