DEBENTURE EXCHANGE AGREEMENT

URBANIMMERSIVE INC.

Made and entered into as of February 27, 2012

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DEBENTURE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made and entered into as of February 27, 2012,

BY AND AMONG:	**EACH OF THE UNDERSIGNED DEBENTURE HOLDERS OF URBANIMMERSIVE INC.;**
	(hereinafter collectively and individually referred to as the "**Seller**")
AND:	**UI CAPITAL INC.**, a corporation incorporated under the *Canada Business Corporations Act* with its registered office at 244 Portland, Mont-Royal, Québec, H3R 1V2, herein acting and represented by James McDonald, duly authorized as he so declares;
	(hereinafter referred to as the "**Purchaser**")
AND:	**URBANIMMERSIVE INC.**, a corporation incorporated under the *Canada Business Corporations Act* with its registered office at 3899 Autoroute des Laurentides, Suite 203, Laval, Québec, H7L 3H7, herein acting and represented by Ghislain Lemire, duly authorized as he so declares;
	(hereinafter referred to as the "**Corporation**")

PREAMBLE

WHEREAS the shareholders of the Corporation agreed to sell all the issued and outstanding shares they hold in the share capital of the Corporation to the Purchaser (hereinafter referred as to the "**First Transaction"**) pursuant to the First Agreement (as hereinafter defined);

WHEREAS the Debentureholders (as hereinafter defined) identified in Schedule A annexed hereto hold the Debentures (as hereinafter defined) issued by the Corporation;

WHEREAS Purchaser is a capital pool company pursuant to the TSXV Policies (as hereinafter defined) and its common shares are listed and posted for trading on the TSX Venture Exchange;

WHEREAS Ghislain Lemire, Martin Lemire, Martin Thibault, David Lafond, Gestion Jean Asselin Inc., the Corporation and the Purchaser entered into a letter of intent on September 23, 2011 and subsequently amended on December 15, 2011, relating to the purchase by Purchaser of all of the issued and outstanding shares, including shares issuable pursuant to the conversion or exercise of securities convertible or exercisable for shares in the capital of the Corporation (hereinafter referred to as the "**Letter of Intent**");

WHEREAS Purchaser wishes to purchase all of the Debentures on the terms and conditions herein contained;

WHEREAS Seller wishes to sell the Debentures on the terms and conditions herein contained; and

WHEREAS the completion of the transactions contemplated hereby, along with the First Transaction, will constitute Purchaser's Qualifying Transaction (as hereinafter defined) for the purposes of the TSXV Policies.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions.

Where used herein or in any amendments or supplements hereto, or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 "**Adjusted Cost Base**" shall have the meaning ascribed to such term on the date hereof for the purposes of the Tax Act and the Québec Taxation Act;

1.1.2 "**Agreed Amount**" shall have the meaning ascribed in Subsection 2.3.1;

1.1.3 "**Agreement**" shall mean this debenture exchange agreement, including all Schedules and all instruments supplemental hereto or in amendment or confirmation hereof; "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to this Agreement and not to any particular Article, Section, Subsection or other subdivision of this Agreement; "**Article**", "**Section**", "**Subsection**" or other subdivision of this Agreement means and refers to the specified Article, Section, Subsection or other subdivision of this Agreement;

1.1.4 "**Alternative Transaction**" shall have the meaning ascribed thereto in Subsection 5.2

1.1.5 "**Approvals**" shall mean franchises, licenses, qualifications, authorizations, consents, certificates, exemptions, waivers, filings, grants, privileges, rights, orders, judgments, rulings, directives, permits and approvals;

1.1.6 "**Arm's Length**" shall have the meaning ascribed to such term on the date hereof for the purposes of the Tax Act;

1.1.7 "**Assessment**" shall mean an assessment, reassessment or any other formal Claim for, or in respect of, Taxes which is made by any taxation authority;

1.1.8 "**Authority**" shall mean the CRA, the *Ministère du Revenu du Québec*, any other taxation authority or a court of competent jurisdiction from which no further appeal may be made if the determination of the CRA, the *Ministère du Revenu du Québec* or such other taxation authority is appealed;

1.1.9 "**Business**" shall mean all of the business which is presently conducted by the Corporation as described in the Information Circular;

1.1.10 "**Business Day**" shall mean any day, except Saturdays, Sundays and other days on which banks are authorized to be closed in the City of Montreal, Province of Québec;

1.1.11 "**Claims**" shall mean (i) any suit, action, claim, arbitration, order, summons, citation, directive, ticket, charge, demand or prosecution, whether legal or administrative; (ii) or any appeal or application for review, at law or in equity or before or by any Governmental Authority;

1.1.12 "**Closing**" shall have the meaning ascribed thereto in Section 2.4;

1.1.13 "**Closing Date**" shall have the meaning ascribed thereto in Section 2.4;

1.1.14 "**Closing Time**" shall have the meaning ascribed thereto in Section 2.4;

1.1.15 "**Concurrent Financing**" shall mean the brokered private placement financing of the Purchaser and/or the Corporation, which will result in the issuance by the Purchaser of a minimum of 4,000,000 Common Shares in the case of the minimum Private Placement of $3,000,000 and a maximum of 6,666,667 Common Shares in the case of the maximum Private Placement of $5,000,000 at a price of $0.75 per Common Share;

1.1.16 "**Contract**" shall mean any contract, agreement, indenture, instrument, lease, deed of trust, option, undertaking, promise, open bid or commitment, whether written or verbal;

1.1.17 "**Control**" shall mean the ownership, directly or indirectly, of the securities of a Person to which are attached more than fifty percent (50%) of the votes that may be cast to elect the directors or managers of such Person (or the general partners of such Person in the case of a limited partnership) or, in the case of a partnership that does not have directors, other than a limited partnership, the ownership, directly or indirectly, of more than fifty percent (50%) of the interests in the partnership, and "**Controlling**" shall have corresponding meaning;

1.1.18 "**Corporation**" shall have the meaning ascribed thereto in the recitals to this Agreement and for the purposes of the representations and warranties included in this Agreement, shall include UI-Signature Inc. and the liquidated subsidiaries of the Corporation.;

1.1.19 "**CRA**" shall mean the Canada Revenue Agency;

1.1.20 "**Debentures**" shall mean the issued and outstanding debentures listed on <u>Schedule A</u> annexed hereto issued to the Debentureholders, pursuant to which the principal amount of such debentures together with interest and penalty shall be, subject to certain conditions, exchanged in the context of the Qualifying Transaction for common shares in the share capital of Purchaser;

1.1.21 "**Debentureholders**" shall mean those Persons identified as debentureholders on Schedule A annexed hereto;

1.1.22 "**Direct Claim**" shall have the meaning ascribed thereto in Subsection 7.5.1;

1.1.23 "**Dollars**" and "**$**" shall mean, unless otherwise indicated, the lawful currency of Canada;

1.1.24 "**Escrow Agent**" shall mean Computershare Investors Services Inc., as escrow agent under the Escrow Agreement;

1.1.25 "**Escrow Agreement**" shall mean the Escrow Agreement entered into between some securityholders of Purchaser, Purchaser and the Escrow Agent substantially in the form of Schedule 1.1.25 annexed hereto;

1.1.26 "**Fier**" shall mean Fier Ville-Marie S.E.C.;

1.1.27 "**Fier Debenture**" shall mean the *Convention de souscription* and *Débenture convertible non garantie* entered into between Fier and the Corporation on January 28, 2011 providing for the subscription to an unsecured debenture of the amount of $500,000;

1.1.28 "**Fier Options**" shall mean the options subscribed to by Fier under the Fier Debenture;

1.1.29 "**Final Determination**" shall mean a final determination by an Authority after all appeal rights with respect to the decision of such Authority have been exhausted, or all time periods for appeals from the decision of such Authority have expired without appeals having been taken or a final determination by an Authority consented to by Seller or Purchaser, as applicable, or a determination by the Parties as a result of obtaining further information as to the value of the Debentures;

1.1.30 "**First Agreement**" shall mean the share exchange agreement bearing even date entered into between the Purchaser, the Corporation and the holders of shares in the share capital of the Corporation;

1.1.31 "**First Transaction**" shall have the meaning ascribed thereto in the recitals to this Agreement;

1.1.32 "**Governmental Authority**" shall mean any federal, state, provincial, municipal or local government or governmental body, or any public administrative or regulatory agency, political subdivision, commission, court, arbitral body, board or body, or representative of any of the foregoing, foreign or domestic, of, or established by any such government or government body which has authority in respect of a particular matter;

1.1.33 "**including**" shall mean, including without limitation, including but not limited to and expressions of similar meaning;

1.1.34 "**Indemnified Party**" shall have the meaning ascribed thereto in Subsection 7.5.1;

1.1.35 "**Indemnity Payment**" shall have the meaning ascribed thereto in Subsection 7.11.3;

1.1.36 "**Information Circular**" shall mean the information circular of Purchaser dated February 29, 2012, including all exhibits appended thereto;

1.1.37 "**Knowledge**" when used in reference to the Knowledge of Seller (or any of them) shall mean the actual knowledge of such Seller, after having made reasonable inquiry, or where Seller is not an individual, the actual knowledge of the individual Controlling such Seller, after having made reasonable inquiry;

1.1.38 "**Laws**" shall mean all federal, provincial, state, municipal or local laws, statutes, and rules, by-laws, policies, guidelines and regulations (in each case, to the extent having the force of law), including without limitation Securities Laws, and all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any Governmental Authority, in each case, binding on the Party or Person referred to in the context in which such word is used;

1.1.39 "**Letter of Intent**" shall have the meaning ascribed thereto in the preamble to this Agreement;

1.1.40 "**Liens**" shall mean any liens, hypothecs, mortgages, pledges, charges, prior claims, title retention agreements, exceptions, reservations, security interests, options, rights of pre-emption, privileges, or other encumbrances of any matter;

1.1.41 "**Losses**" shall mean, in respect of any matter, losses, damages, litigations, claims, prosecutions, judgments, costs, expenses (including all reasonable legal fees and disbursements), fines and penalties arising directly as a consequence of that matter, but excluding loss of profit and opportunity and indirect consequential and extraordinary damages;

1.1.42 "**Material Adverse Effect**" shall mean the occurrence of any event which would have a material adverse effect on the business, operations, financial condition, or assets of the Corporation, except to the extent such material adverse effect results from or is caused by: (a) actions or omissions of Purchaser; and (b) changes arising from the consummation of the Transactions or the announcement of the execution of this Agreement or the completion of the Qualifying Transaction;

1.1.43 "**Officers**" shall mean Ghislain Lemire, Martin Lemire, Martin Thibault, Jean Asselin, David Lafond and Emmanuelle Robichaud;

1.1.44 "**Parties**" shall mean Seller, Purchaser and the Corporation;

1.1.45 "**Person**" shall include any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation, with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal person, Governmental Authority, authority or entity however designated or constituted;

1.1.46 "**Purchase Price**" shall have the meaning ascribed thereto in Section 2.2.1;

1.1.47 "**Purchaser**" shall have the meaning ascribed thereto in the recitals to this Agreement;

1.1.48 "**Purchaser Shares**" shall have the meaning ascribed thereto in Section 2.2.2;

1.1.49 "**Qualifying Jurisdictions**" shall mean Alberta, British Columbia, Ontario and Québec;

1.1.50 "**Qualifying Transaction**" shall have the meaning ascribed in TSXV Policies;

1.1.51 "**Québec Taxation Act**" shall mean the Taxation Act (Québec), as amended;

1.1.52 "**Releasees**" shall have the meaning ascribed thereto in Section 7.12;

1.1.53 "**Releasor**" shall have the meaning ascribed thereto in Section 7.12;

1.1.54 "**Sales Tax**" shall mean the Goods and Services Tax and the Québec Sales Tax imposed under the Sales Tax Legislation;

1.1.55 "**Sales Tax Legislation**" shall mean the *Excise Tax Act* (Canada) and *An Act respecting the Québec Sales Tax* (Québec);

1.1.56 "**Schedules**" shall mean the Schedules attached hereto. The following is a list of the Schedules attached hereto and which are herein incorporated by reference:

Schedule A	Debentureholders
Schedule 1.1.25	Escrow Agreement
Schedule 2.2.2	Payment of Purchase Price
Schedule 2.2.4	Escrowed Purchaser Shares
Schedule 5.1.4	No Conflict
Schedule 8.10	Contact Information List

1.1.57 "**Securities Commissions**" shall mean the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions;

1.1.58 "**Securities Laws**" shall mean, collectively, the applicable securities Laws of each of the Qualifying Jurisdictions, including without limitation the respective regulations and rules made thereunder together with all applicable published policy statements, blanket orders and rulings of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions made in connection with the Transactions;

1.1.59 "**Seller**" shall have the meaning ascribed thereto in the recitals to this Agreement;

1.1.60 "**Stock Option Plan**" shall mean the incentive stock option plan of Purchaser dated August 19, 2011;

1.1.61 "**Tax Act**" shall mean the *Income Tax Act* (Canada), as amended; all references to a provision of the Tax Act shall be deemed to include a reference to any equivalent provision under the applicable tax legislation of a province, as amended and restated;

1.1.62 "**Taxes**" shall mean all income taxes, capital taxes, import duties, goods and services taxes, sales or use taxes, employees' income withholding taxes, customs duties, excise taxes, property taxes, payroll taxes, withholding taxes, corporate tax, gross receipts tax, turnover tax, ad valorem tax, transfer tax, real or personal property tax, franchise tax, license tax, employer health tax, social security tax, or other tax, fee, assessment or charge of any kind whatsoever, together with any interest and any penalty or additional amount imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalty, additional tax and additions to tax imposed with respect to the foregoing;

1.1.63 "**Third Party Claim**" shall have the meaning ascribed thereto in Subsection 7.5.1;

1.1.64 "**Transactions**" shall mean the purchase and sale transactions as described herein along with the First Transaction;

1.1.65 "**TSXV**" shall mean the TSX Venture Exchange Inc.; and

1.1.66 "**TSXV Policies**" shall mean TSXV policies as amended from time to time and includes without limitation, Policy 2.4 "Capital Pool Companies" and Policy 5.4 "Escrow, Vendor Consideration and Resale Restrictions".

1.2 Preamble.

The preamble shall form an integral part of this Agreement as if herein recited at length.

ARTICLE 2
QUALIFYING TRANSACTION

2.1 Purchase and Sale.

2.1.1 Upon and subject to the terms and conditions hereof, Purchaser hereby agrees to purchase on the Closing Date (as of and from the Closing Time) from Seller, and each Seller hereby jointly and not solidarily agrees to sell, assign and transfer to Purchaser the Debentures on the Closing Date.

2.2 Purchase Price.

2.2.1 The aggregate purchase price for the Debentures on the Closing Date (as of the Closing Time) shall be the sum of $1,103,399 (the "**Purchase Price**"), which consists of the aggregate fair market value of the Debentures on the Closing Date, subject to an adjustment in accordance with the terms hereof.

2.2.2 The Purchase Price for the Debentures shall be paid and satisfied by Purchaser by the issuance to Seller of 1,471,198 common shares in the share capital of Purchaser (the "**Purchaser Shares**") at a price of $0.75 per Purchaser Share, as more fully described in Schedule 2.2.2 annexed hereto.

2.2.3 In accordance with subsection 26(3) of the *Canada Business Corporations Act*, Purchaser undertakes to credit to the stated capital account maintained for the Purchaser Shares an aggregate sum equal to the Adjusted Cost Base of the Debentures to Seller.

2.2.4 Seller acknowledges and agrees that the Purchaser Shares issued pursuant to the completion of the Qualifying Transaction and identified on Schedule 2.2.4 shall be held in escrow under the terms of the Escrow Agreement and shall be subject to resale restrictions pursuant to TSXV Policy 5.4 "Escrow, Vendor Consideration and Resale Restrictions".

2.3 Rollover

2.3.1 The Parties undertake and agree to jointly elect an amount (hereinafter referred to as the "**Agreed Amount**") for each Seller (excluding any Seller which elects not to make such election and so advises Purchaser in writing no later than on the Closing Date) under subsection 85(1) of the Tax Act and sections 518 and following of the Québec Taxation Act (in the form and within the time prescribed in these provisions) in respect of the transfer of such Seller's Debentures, to ensure that, subject to the provisions of subsection 85(1) of the Tax Act and sections 518 and following of the Québec Taxation Act, each Seller's proceeds of disposition and the cost to Purchaser of such Seller's Debentures will equal such Seller's Adjusted Cost Base of same. The outstanding interest and penalties on the Debentures shall not be included in the Agreed Amount.

2.4 Closing Time.

The date of Closing shall be April 12, 2012 or such other date as Purchaser and Seller shall mutually agree (the "**Closing Date**"), and all events required to occur on the Closing Date pursuant hereto (the "**Closing**") shall take place at 8:30 a.m. on the Closing Date (the "**Closing Time**") at the offices of Stikeman Elliott LLP in the City of Montreal, Province of Québec. The delivery of all documents and actions taken at the Closing shall all be considered parts of a simultaneous transaction and no delivery of documents or action taken shall be considered completed until all required documents have been delivered and other required action taken. At Closing, upon fulfillment of all of the conditions herein which had not been waived in writing by Purchaser or Seller, respectively, in accordance with Section 8.3 hereof, Seller shall sell and Purchaser shall purchase the Debentures and make payment of the Purchase Price, all as herein provided.

ARTICLE 3
CONDITIONS TO CLOSING

3.1 Conditions to Obligations of all Parties.

The obligation of each of the Parties to consummate the Transactions shall be subject to fulfillment of the following conditions, as at Closing:

3.1.1 no action or proceeding shall be pending by any Governmental Authority challenging or seeking to enjoin the consummation of the Transactions;

3.1.2 all Governmental Authorities having jurisdiction with respect to any material aspect of the transactions contemplated hereby shall have taken such action as may be required to permit the consummation of such transactions and such actions shall remain in full force and effect and shall be reasonably satisfactory in form and substance to Seller and Purchaser and their respective counsel;

3.1.3 Purchaser shall have obtained all requisite Approvals by the securities regulatory authorities having jurisdiction with respect to the completion of a Qualifying Transaction and the listing and posting of the Purchaser Shares for trading on the TSXV, including, if not otherwise exempted by the TSXV, the receipt of a sponsorship report from a firm recognized by the TSXV, in accordance with its requirements;

3.1.4 the TSXV shall have conditionally approved the listing of the Purchaser Shares;

3.1.5 the shareholders of Purchaser shall have approved the transactions contemplated hereby;

3.1.6 Purchaser and/or the Corporation shall have completed the Concurrent Financing; and

3.1.7 there shall not be in effect any injunction or restraining order issued by a court of competent jurisdiction against the consummation of the Transactions.

3.2 <u>Conditions to Obligations of Seller.</u>

The obligation of Seller to consummate the Transactions shall be subject to fulfillment of the following conditions (any one or more of which may be waived in whole or in part in writing by Seller), as at Closing:

3.2.1 all covenants, agreements and conditions to be performed and satisfied by Purchaser hereunder on or before the Closing Date shall have been duly performed and satisfied in all material respects, and the representations and warranties of Purchaser contained in this Agreement shall be true on the date hereof and on and as of the Closing Date shall be true in all material respects with the same effect as though such representations and warranties were made on and as of such date;

3.2.2 as at Closing, all proceedings required to be taken by Purchaser pursuant to this Agreement, and all resolutions, certificates, documents and instruments required to be delivered by Purchaser hereunder, shall be satisfactory in form and substance to Seller and its counsel; and

3.2.3 the Purchaser Shares shall have been issued and delivered to Seller in accordance with Section 2.2.

3.3 <u>Conditions to Obligations of Purchaser.</u>

The obligation of Purchaser to consummate the Transactions shall be subject to fulfillment of the following conditions (any one or more of which may be waived in writing in whole or in part by Purchaser), as at Closing:

3.3.1 all covenants, agreements and conditions to be performed and satisfied by Seller hereunder on or before the Closing Date shall have been duly performed and satisfied in all material respects, and the representations and warranties of Seller contained in this Agreement shall be true on the date hereof and on and as of the Closing Date shall be true in all material respects with the same effect as though such representations and warranties were made on and as of such date, except to the extent that such representations and warranties were made as of a specified date, such representations and warranties shall, on the Closing Date, have been true as of the specified date, in all material respects.;

3.3.2 any authorizations, consents or approvals of or filings, registrations, qualifications or recordings with any Governmental Authority required in connection with the execution, delivery, performance and the consummation of the Transactions, including that of the TSXV, shall have been given or made, as the case may be, prior to Closing, unless waived by Purchaser;

3.3.3 the First Transaction shall have been consummated;

3.3.4 since September 30, 2011, there shall have been no Material Adverse Effect;

3.3.5 the Debentures shall not have been converted;

3.3.6 Seller shall have delivered to Purchaser a duly executed confirmation from Fier that the Corporation is not in default under the Fier Debenture or a waiver from Fier regarding any existing default;

3.3.7 the Fier shall not have converted the Fier Debenture or exercised the the Fier Options and shall have irrevocably renounced in writing to its right to convert the Fier Debenture and exercise the Fier Options;

3.3.8 Purchaser shall have received from Seller all documents evidencing or representing the Debentures, free and clear of all Liens, accompanied by an appropriate instrument of assignment and transfer;

3.3.9 the Corporation shall amend the existing non-competition and non-solicitation clauses of the employment agreement of each of the employees of the Corporation to reflect customary clauses in similar circumstances to the satisfaction of Purchaser;

3.3.10 Purchaser shall have received correct and complete copies of a management's version of the unaudited financial statements of the Corporation as at December 31, 2011 and monthly financial statements up to Closing;

3.3.11 Seller shall have duly executed and delivered the Escrow Agreement.

3.4 <u>Mutual Covenant.</u>

Each of the parties hereto hereby agrees to use its reasonable commercial best efforts to fulfill or obtain the fulfillment of all conditions precedent set forth in Article 3 prior to the Closing Date.

ARTICLE 4
COVENANTS

4.1 <u>Operation In Ordinary Course of Business.</u>

Subject to Section 4.2, between the signing of this Agreement and the later of (i) the Closing Date and (ii) the termination of this Agreement, the Corporation will conduct its Business in a prudent manner consistent with past practice; will use its reasonable commercial best efforts to preserve its existing business, organization and relations with its employees, customers, suppliers and others with whom it has a business relationship; and will conduct its Business in a manner consistent with past practice. The Corporation agrees that after the date hereof it will immediately notify representatives of the Purchaser of any material action that it takes (i) outside of the ordinary course of its business; or (ii) inconsistent with past practice to a material extent.

4.2 <u>Exclusivity.</u>

Each of the Sellers and the Corporation agree that, as and from the date hereof through the later of (i) the Closing Date and (ii) the termination of this Agreement:

(a) it shall, and shall direct its financial advisors and other representatives to, immediately cease any existing activities, discussions or negotiations with any person or group other than the Purchaser with respect to an Alternative Transaction; and

(b) it shall not, and shall direct its financial advisors and other representatives not to, with any person or group other than the Purchaser, initiate, solicit or encourage, directly or indirectly, any inquiries or the making or implementation of any proposal or offer with respect to an Alternative Transaction, or engage in any negotiations, provide any confidential information or data, or have any discussions, with respect to an Alternative Transaction.

As used herein, the term "**Alternative Transaction**" shall mean any inquiry, proposal or offer of a merger, consolidation, amalgamation, plan of arrangement, dissolution, liquidation, recapitalization or other business combination involving the Corporation or any of its subsidiaries or any proposal or offer for the issuance or acquisition of shares or securities convertible or exercisable for shares (or voting rights attached to such securities) or of the assets of the Corporation, where the intent would be to effect such transaction prior to the Closing.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Seller.

On Closing, but before giving effect to the First Transaction, each Seller hereby represents and warrants to Purchaser as follows:

5.1.1 **Due Constitution and Due Authorization of Seller**.

Where Seller is not an individual, Seller is duly incorporated or formed and validly existing under the laws of its applicable jurisdiction. Where Seller is an individual, Seller is resident in the jurisdiction identified next to the Seller's name in Schedule A. Seller has the necessary corporate power and authority, or the legal capacity where Seller is an individual, as the case may be, to execute this Agreement and all other agreements or documents to be entered into pursuant hereto by them and to perform their obligations hereunder and thereunder. The execution of this Agreement and all other agreements or documents to be executed pursuant hereto or thereto by Seller and the performance by Seller of its obligations hereunder and thereunder have been duly authorized by all necessary actions on its part. Such execution and performance by Seller do not require any action or consent of, any registration with, or notification to, any Person, or any action or consent under any Laws to which Seller is subject that has not already been obtained or made.

5.1.2 **Enforceability**.

This Agreement and all other agreements or documents to be entered into pursuant hereto or thereto by Seller constitute (or shall constitute upon execution thereof) legal, valid and binding obligations of Seller enforceable against Seller in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, moratorium or other Laws of general application affecting the enforcement of creditors' rights or by the principles of equity.

5.1.3 **No Bankruptcy**.

Seller is not an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) and there has not been filed any petition or application, or any proceeding commenced which has not been discharged, by or against Seller with respect to any assets of Seller under any Law relating to bankruptcy, reorganization, fraudulent transfer, compromise, arrangements, insolvency, readjustment of debt or creditors' rights, and no assignment has been made by Seller for the benefit of creditors.

5.1.4 **No Conflict**.

Except as set out in Schedule 5.1.4 annexed hereto, the execution of this Agreement and all other agreements or documents to be executed by Seller pursuant hereto or thereto, and the performance by Seller of its obligations hereunder and thereunder do not: (a) where Seller is not an individual, violate, breach, or constitute a default (with or without the giving of notice or lapse of time or both) or require any consent, Approval, waiver, filing or notice under, the constitutive documents or by-laws of Seller; (b) violate or breach in any material respect, or require any material consent, Approval, waiver, filing or notice under, any applicable Laws; or (c) violate, breach or constitute a default under (with or without the giving of notice or lapse of time or both) or conflict with, or result in any loss of benefit or permit acceleration under or require any consent, Approval, waiver, filing or notice under any contract to which Seller is party or by which it is bound or to which any or all of such Seller's property including the Debentures is subject.

5.1.5 **Litigation**.

There are no suits, actions, claims, arbitrations or other proceedings, pending or, to the Knowledge of Seller, threatened, against Seller that, if adversely determined, would prevent the performance by Seller of its obligations hereunder.

5.1.6 **Ownership of Debentures**.

Seller will be at Closing, the sole beneficial owner and holder of record of the Debentures, free and clear of any Liens, and will have at Closing the exclusive right to dispose of the Debentures as provided in this Agreement. None of the Debentures is subject to any Contract or restriction which in any way limit or restrict the transfer to Purchaser of its Debentures other than the transfer restrictions in the articles of the Corporation. On completion of the Transactions, Seller will have no ownership interest in the Corporation, whether direct or indirect, and Purchaser shall have good title to the Debentures, free and clear of all Liens other than Liens granted by Purchaser.

5.1.7 **Non-Canadian Resident**.

Seller is not and will not be at Closing, non-resident of Canada within the meaning of the Tax Act.

5.1.8 **No Other Representation**.

The representations and warranties of Seller contained in this Section 5.1 are the only representations and warranties made by Seller in connection with the Transactions and, for greater certainty and without limiting the generality of the foregoing, no other representation or warranty, whether contractual or legal, either expressed or implied by Seller or construed by Purchaser, is made in connection with, arising out of or relating to the Transactions.

5.2 Representations and Warranties of the Corporation.

The Purchaser shall have the benefit of the representations, warranties and covenants made by the Corporation to the Purchaser and set forth in the First Agreement. Such representations, warranties and covenants shall form an integral part of this Agreement and shall survive the closing of the purchase and sale of the Debentures and shall continue in full force and effect for the benefit of the Purchaser in accordance with the First Agreement. Notwithstanding the above, any indemnity given by the Corporation in the First Agreement for the benefit of the Purchaser does not confer any right of indemnification to a Person in their capacity as a purchaser of the Debentures. In the event of a conflict between the provisions of this Share Exchange Agreement and the provisions of the First Agreement, the provisions of the First Agreement shall prevail.

5.3 Representations and Warranties of Purchaser.

Purchaser hereby represents and warrants to Seller and the Corporation as follows.

5.3.1 **Due Incorporation**.

Purchaser is duly formed and validly existing under the laws of Canada. Purchaser is a capital pool company pursuant to TSXV Policy 2.4 "Capital Pool Companies".

5.3.2 **Due Authorization**.

Purchaser has the necessary power and authority to execute this Agreement and all other agreements or documents to be executed pursuant hereto by Purchaser and to carry out its obligations and complete the Qualifying Transaction provided for herein, including the performance of any necessary acts and proceedings with the security regulatory authorities. The execution of this Agreement and all other agreements and documents to be executed pursuant hereto or thereto by Purchaser and the performance by Purchaser of its obligations hereunder and thereunder have been duly authorized by all necessary action on its part. Such execution and performance by Purchaser does not require any action or consent of, any registration with, or notification to, any Person, or any action or consent under any Laws to which Purchaser is subject that has not already been made or obtained.

5.3.3 **Enforceability**.

This Agreement and all other agreements and documents to be entered pursuant hereto or thereto by Purchaser constitute (or shall constitute upon execution thereof) legal, valid and binding obligations of Purchaser, enforceable against it in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, moratorium or other similar Laws of general application affecting the enforcement of creditors' rights or by the principles of equity.

5.3.4 **Authorized and Issued Capital**.

5.3.4.1 Purchaser Shares have been issued in conformity with all applicable Laws, including TSXV Policies applicable to capital pool companies. The authorized capital of Purchaser consists of an unlimited number of common shares of which 1,800,000 common shares are issued and outstanding as fully paid and non-assessable shares prior to the consummation of the Transactions contemplated by the First Agreement and the Concurrent Financing; and

5.3.4.2 No shares or other securities of Purchaser have been issued in violation of any laws, articles of incorporation, by-laws or other constating documents of Purchaser.

5.3.5 **No Conflict**.

The execution of this Agreement and all other agreements and documents to be executed pursuant hereto or thereto by Purchaser, the performance by Purchaser of its obligations hereunder and thereunder do not violate, breach, or constitute a default under, the constituting documents or by-laws of Purchaser or applicable Laws, or any material contract to which it is a party.

5.3.6 **No Bankruptcy**.

Purchaser is not an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) and there has not been filed any petition or application, or any proceeding commenced which has not been discharged, by or against Purchaser with respect to any assets of Purchaser under any Law relating to bankruptcy, reorganization, fraudulent transfer, compromise, arrangements, insolvency, readjustment of debt or creditors' rights, and no. assignment has been made by Purchaser for the benefit of creditors.

5.3.7 **Shareholder's Agreements**.

To the knowledge of Purchaser, there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of the Purchaser Shares, save and except for the Stock Option Plan.

ARTICLE 6
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

6.1 <u>Survival of Representations and Warranties.</u>

6.1.1 The representations and warranties of Seller or the Corporation contained in this Agreement and in any certificate delivered pursuant to this Agreement shall survive Closing and shall continue for the benefit of Purchaser, notwithstanding the Closing, until

6.1.1.1 for the representations and warranties set forth in Subsections 5.1.1 and 5.1.6, an unlimited period of time after Closing; and

6.1.1.2 for the remainder of the representations and warranties, two years after Closing;

provided, however, in each case, that in the event of fraud or willful misrepresentation by Seller, such representations and warranties shall continue for an unlimited period of time after Closing in respect of such Seller.

6.1.2 The representations and warranties of Purchaser contained in this Agreement and in any certificate delivered pursuant to this Agreement shall survive Closing and shall continue for the benefit of Seller for a period of two years, provided, however, that in the event of fraud or willful misrepresentation by Purchaser, such representations and warranties shall continue for an unlimited period of time after Closing.

6.1.3 The covenants and other obligations of Seller and Purchaser contained in this Agreement and in any certificate delivered pursuant to this Agreement, to the extent that they have not been fully performed at or prior to the Closing Time, shall survive Closing and shall continue for the benefit of Purchaser or Seller, as the case may be, for the applicable limitation period imposed by applicable Law notwithstanding Closing.

ARTICLE 7
INDEMNIFICATION

7.1 <u>Individual Indemnification by Seller.</u>

Each Seller shall jointly and not solidarily indemnify and save harmless Purchaser from any and all Losses suffered or incurred by Purchaser as a result of or arising directly or indirectly out of or in connection with any inaccuracy of or any breach by that Seller of the representations and warranties as to itself (and not as to the other Seller) contained in Section 5.1 or a breach by that Seller of any covenant of such Seller contained herein.

7.2 <u>Indemnification by the Corporation.</u>

The Corporation shall indemnify and save harmless Purchaser from any and all Losses suffered or incurred by Purchaser as a result of or arising directly or indirectly out of or in connection with any inaccuracy of or any breach by the Corporation of the representations and warranties contained in Section 5.2 or a breach of any covenant of the Corporation contained herein.

7.3 <u>Indemnification by Purchaser.</u>

Subject to this Article 7, Purchaser shall indemnify and save harmless Seller from any and all Losses suffered or incurred by Seller as a result of or arising directly or indirectly out of or in connection with any inaccuracy of or any breach by Purchaser of the representations and warranties contained in Section 5.3 or a breach of any covenant of Purchaser contained herein.

7.4 <u>Thresholds and Limits.</u>

7.4.1 Notwithstanding any other provision of this Article 7 to the contrary, Seller's liability pursuant to Section 7.1 for any Losses suffered or incurred by Purchaser shall be subject to the following limitations: (a) except in the event of a breach by Seller of the representations and warranties set forth in Subsections 5.1.1 or 5.1.6, no Seller shall have any liability for such Losses unless and until the aggregate amount of all such Losses and Losses for which Purchaser is entitled to indemnification from such Seller pursuant to Section 7.1 of the First Agreement exceeds $10,000, in which case such Seller shall be liable from the first dollar of such Losses; and (b) each Seller shall have no liability in excess of a maximum aggregate amount of 100% of the portion of the Purchase Price payable to such Seller, provided, however, that in the event of fraud or willful misrepresentation by Seller, the liability of such Seller shall not limited by this Section 7.4.1.

7.5 Notice of Claim.

7.5.1 In the event that the Party providing indemnification under this Agreement (the "**Indemnifying Party**") shall become aware of any circumstances which have given or could give rise to a Claim of indemnification under this Article 7, the Party being indemnified under this Agreement (the "**Indemnified Party**") shall promptly give written notice to the Indemnifying Party of those circumstances. Such notice shall specify whether the Losses arise as a result of a Claim by a Person against the Indemnified Party (a "**Third Party Claim**") or whether the Losses do not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent the information is available) the factual basis for the Claim and the amount of the Losses, if known.

7.5.2 If through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of any Claim in time to contest effectively the determination of any liability susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount Claimed by the Indemnified Party the amount of any Losses incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give that notice on a timely basis.

7.6 Direct Claims.

With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Direct Claim, the Indemnifying Party shall have 60 days to make such investigation of the Direct Claim as is considered necessary or desirable. For the purpose of that investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied on by the Indemnified Party to substantiate the Direct Claim, together with such information as the Indemnifying Party may reasonably request. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiry of this 60 day period (or agree to any extension thereof) to the validity and amount of that Direct Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Direct Claim.

7.7 Third Party Claims.

7.7.1 With respect to any Third Party Claim, the Indemnifying Party shall be entitled (but not required), at its expense, to participate in or assume the conduct of the negotiations, settlement or defense of the Third Party Claim and, in that event, the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party's reasonable out-of-pocket expenses incurred to such date in connection with the Third Party Claim.

7.7.2 If the Indemnifying Party elects to assume the conduct of the negotiations, settlement or defense of the Third Party Claim, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of that Third Party Claim and to retain separate counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless:

7.7.2.1 the named parties to that Third Party Claim include both the Indemnifying Party and the Indemnified Party and the representation of both the

Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential conflicts of interests (such as where the defences available to the Indemnified Party are different or in addition to those available to the Indemnifying Party); or

7.7.2.2 the Indemnifying Party has authorized the retention of that counsel.

7.7.3 If the Indemnifying Party, having elected to assume that conduct, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control, and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to that Third Party Claim.

7.8 Settlement of Third Party Claims.

If the Indemnifying Party fails to assume conduct of the defense of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes conduct of the negotiation, settlement or defense of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent cannot be unreasonably withheld or delayed, provided, however, that the liability of the Indemnifying Party shall be limited to the proposed amount if any such consent is not obtained for any reason and the Indemnified Party shall indemnify and save harmless the Indemnifying Party from and against any Losses resulting from or arising out of the failure of the Indemnified Party to consent to that settlement.

7.9 Co-Operation.

The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect thereto, and shall keep each other fully advised with respect to that Third Party Claim (including supplying copies of all relevant documentation promptly as it becomes available). Where the defense of a Third Party Claim is being undertaken and conducted by the Indemnifying Party, the Indemnified Party shall use all reasonable efforts to make available to the Indemnifying Party, at the request and expense of the Indemnifying Party, those employees of the Indemnified Party whose assistance, testimony or presence is reasonably necessary to assist the Indemnifying Party in evaluating and defending that Third Party Claim.

7.10 Exclusivity.

The provisions of this Article 7 shall apply to any Claim for breach of covenants, representation, warranty or other obligation or provision of this Agreement or any contract, agreement, instrument, certificate or other document delivered pursuant to this Agreement (other than a Claim for specific performance or injunctive relief) with the intent that all such Claims and indemnities shall be brought only in accordance with the specific provisions of this Article 7 and shall be subject to the limitations and other provisions contained in this Article 7. Notwithstanding anything herein to the contrary, no breach of any representation, warranty, covenant or agreement contained herein shall give rise to any right on the part of Purchaser or Seller, after the consummation of the purchase and sale of the Debentures contemplated by this Agreement, to rescind this Agreement or any of the transactions contemplated hereby. Each

Party shall take all reasonable steps to mitigate its Losses upon and after becoming aware of any event which would reasonably be expected to give rise to any Losses.

7.11 Other Limits on Indemnification.

Notwithstanding any other provision of this Article 7 to the contrary:

7.11.1 Purchaser shall not be entitled to make any Claim hereunder to the extent that the event which constitutes, or which with the giving of notice or lapse of time would constitute, a breach or inaccuracy or non-fulfillment of any covenant, agreement, obligation, representation or warranty of Seller or the Corporation and that is basis of such Claim was disclosed in the Schedules to this Agreement;

7.11.2 The obligation of the Indemnifying Party to indemnify the Indemnified Party for any Losses shall be net of the amount of Taxes that are actually saved or recovered by the Indemnified Party or, in the case that Purchaser is the Indemnified Party, the Corporation, in respect of any Losses or the facts or matters which resulted in such Loss after including Taxes payable on any compensation received by the Indemnified Party or, where applicable, the Corporation, from the Indemnifying Party therefore, either for the taxation period in which such Losses were incurred or any prior taxation period. If there is no saving or recovery of Taxes with respect to such current or prior period, then no deduction shall be made from the amount payable by the Indemnifying Party, but if such amount is saved or recovered by the Indemnified Party in a future taxation period, the Indemnified Party shall thereupon reimburse the Indemnifying Party to the extent of the amounts saved or recovered net of Taxes payable on any compensation received in respect of the Losses; and

7.11.3 The amount of Losses for which the Indemnifying Party shall be obligated to indemnify the Indemnified Party shall be reduced by any insurance proceeds actually recovered by the Indemnified Party, or, in the case that Purchaser is the Indemnified Party, the Corporation, in reduction of the related Losses. Amounts required to be paid, as so reduced, are hereafter sometimes called an "**Indemnity Payment**". If the Indemnified Party shall have received an Indemnity Payment in respect of any Losses and shall subsequently receive insurance proceeds in respect of such Losses, then the Indemnified Party shall promptly pay to the Indemnifying Party a sum equal to the amount of such insurance proceeds net of any Taxes payable on the Indemnity Payment provided that the same does not exceed an amount equal to the payment actually made by the Indemnifying Party.

7.12 Release.

Each Party (such person, together with its successors, assigns, heirs, and personal representatives, being herein collectively referred to as the "**Releasor**") hereby irrevocably and unconditionally releases and forever discharges the other Parties and each of their respective successors, assigns, heirs and personal representatives (collectively, the "**Releasees**") of and from all manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, damages, claims and demands and all other claims whatsoever which the Releasor can have or shall or may in future have against any of the Releasees for or by reason of or in any way arising out of any cause, matter or thing whatsoever save and except as otherwise set forth in this Article 7.

ARTICLE 8
MISCELLANEOUS

8.1 Brokers.

Each Party represents and warrants to the other that it has engaged no investment banker, broker, finder, agent or similar intermediary in connection with this Agreement or the transactions contemplated herein (except Desjardins Securities Inc.) and each Party covenants and agrees to indemnify and hold the other Party harmless from and against any loss, cost, damage, expense (including reasonable legal fees and expenses) and liability resulting from any claims that may be made against the other by any broker or other person claiming a fee or other compensation in connection with the transactions contemplated by this Agreement arising from the acts of the Indemnifying Party.

8.2 Expenses.

Except as otherwise specifically provided in this Agreement, Purchaser will pay its own expenses incurred in connection with this Agreement and the Transactions, including legal and accounting fees and disbursements, and the Corporation will pay all reasonable expenses incurred by Seller in connection with this Agreement and the Transactions, up to an aggregate of $10,000, including legal and accounting fees and disbursements.

8.3 Amendments and Waivers.

The Parties may, by written agreement signed by all the Parties, modify any of the Schedules, covenants or agreements or extend the time for the performance of any of the obligations contained in this Agreement or in any agreement or document delivered pursuant to this Agreement. Any Party may only waive any inaccuracy in the representations and warranties of another Party or compliance by another Party with any of its obligations contained in this Agreement or in any agreement or document delivered pursuant to this Agreement by written instrument signed by such Party.

8.4 No Solidarity.

Unless expressly stated otherwise hereunder: (a) any representation, warranty, covenant or agreement that relate to any Seller or any matter particular to any Seller hereunder or in connection herewith shall be made or given only by the Seller to which such representation, warranty, covenant or agreement relates, and (b) any other representation, warranty, covenant or agreement of Seller hereunder or in connection herewith shall be made or given by each Seller jointly and not solidarily.

8.5 Transferability.

The respective rights and obligations of each Party shall not be assignable by either Party without the written consent of all of the other Parties.

8.6 Termination.

If any of the conditions set forth in Article 3 hereof are not satisfied or the Closing has not occurred on or prior to May 31, 2012, Purchaser or Ghislain Lemire on behalf of Seller, may terminate this Agreement, provided, however, that such right to terminate may not be exercised by a Party if the Closing has not occurred on or prior to May 31, 2012 as a result of, or for a reason attributable to, the negligence or willful misconduct of, or a breach of a representation, warranty or covenant hereunder by, such Party, as the case may be, in performing its obligations under this Agreement. In the event of the termination of this Agreement, none of the Parties shall have any obligation or liability of any nature whatsoever to the other Party, except where such termination is caused by or results from, the breach of a representation, warranty or covenant by a Party, and all expenses incurred by any Party shall be for its own account, except as may otherwise be specifically provided in this Agreement.

8.7 Publicity.

Any press release, public announcement or publicity with respect to the Transactions shall be made only with the prior written consent of Purchaser or Ghislain Lemire on behalf of Seller and the Corporation, as the case may be, which consent shall not be unreasonably withheld or delayed, unless such release, announcement or publicity is required by Law or the TSXV, in which case the Party required to make such release, announcement or publicity shall use reasonable commercial best efforts to obtain the approval of Purchaser or Seller holding more than 50% of the Debentures, as the case may be, as to the form, nature and extent of such disclosure, which approval shall not be unreasonably withheld or delayed.

8.8 Further Assurances.

Each Party upon the request of any other Party, whether at or after the Closing, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the Transactions.

8.9 Successors in Interest.

This Agreement and the provisions hereof shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

8.10 Notices.

Any notice which is necessary or which may be given pursuant hereto or for the purposes hereof shall be in writing and shall be duly given if remitted to its addressee by messenger, registered mail, overnight courier (fare prepaid) or facsimile, to the following address:

1. to Seller:

   Reference is made to the contact information list on Schedule 8.10 annexed thereto.

   With a copy to :

   Urbanimmersive Inc.
   3899 Autoroute des Laurentides, Suite 203
   Laval (Québec) H7L 3H7

   Attention: Emmanuelle Robichaud
   Facsimile: 514-394-7821

2. to Purchaser:

   UI Capital Inc.
   244 Portland
   Mont-Royal (Québec) H3R 1V2

   Attention: James McDonald
   Facsimile : 514-731-0207

   with a copy to:

   Stikeman Elliott LLP
   1155 René-Lévesque Blvd. West, 40th Floor
   Montreal (Québec) H3B 3V2

   Attention: Benoît C. Dubord and Isabelle Lamy
   Facsimile : 514-397-3222

or to any other address that the Party to which this writing must be given has indicated to the Party giving it as set out in this Section 8.10.

Any notice given as set out herein is deemed to have been received upon delivery, in the event of delivery by messenger, on the first Business Day following its transmission, in the event it is sent by facsimile or overnight courier, or on the fifth Business Day following its mailing, in the event it is sent by registered mail, as the case may be.

8.11 Governing Law: Choice of Forum.

This Agreement shall be governed by and construed in accordance with the Laws applicable in the Province of Québec, Canada. The Parties hereby agree that the exclusive place of jurisdiction for any action, suit or proceeding relating to this Agreement shall be in the courts of the Province of Québec, District of Montreal, and each such Party hereby irrevocably and unconditionally agrees to submit to the jurisdiction of such courts for purposes of any such action, suit or proceeding. Each Party hereby irrevocably waives any objection it may have to the venue of any action, suit or proceeding brought in such courts or to the convenience of the forum. Final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any indebtedness or liability of any Party therein described.

8.12 Counterparts.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. Any delivery of an executed copy of this Agreement by way of telecopy or facsimile shall constitute delivery hereof, provided that any party so delivering by way of telecopy or facsimile shall, as soon as reasonably practicable, deliver the original executed copy to the other parties.

8.13 Severabilitv.

Any Article, Section, Subsection, Paragraph or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed here from and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, which provisions shall (a) be severed from any illegal, invalid or unenforceable Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement and (b) otherwise remain in full force and effect.

8.14 Parties in Interest.

Nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties and their respective successors any rights or remedies under or by virtue of this Agreement, and no Person shall assert any rights as a third party beneficiary hereunder.

8.15 Entire Agreement.

This Agreement, together with the Schedules and exhibits and the agreement and documents (including certificates and instruments) delivered pursuant hereto, contain the entire agreement between the Parties pertaining to the subject matter hereof, and supersede all prior agreements and undertakings (written or oral) between the Parties, including the Letter of Intent.

8.16 Gender.

Any reference in this Agreement to any gender shall include both genders and the neuter, and words herein importing the singular number only shall include the plural and vice versa.

8.17 Headings.

The headings in this Agreement and table of contents contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation hereof.

8.18 Language.

The Parties have required that this Agreement and all notices, deeds, documents, notices and other instruments to be given pursuant hereto be drawn up in the English language. *Les parties ont convenu que la présente convention et tous les avis, contrats, documents, avis ou autres instruments donnés en vertu des présentes soient rédigés en langue anglaise*.

[REMAINDER OF THE PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement, at the place and as of the date referred to above.

(s) James McDonald	*(s) Michel Lafleur*
JAMES MCDONALD	**MICHEL LAFLEUR**

GENETEC INC.

Per: *(s) Alain Côté*
Name: Alain Côté
Title: Executive Vice-President

3233031 CANADA INC.

Per: *(s) Daniel Robidoux*
Name: Daniel Robidoux
Title: President

UI CAPITAL INC.

Per: *(s) Simon Tardif*
Name: Simon Tardif
Title: Chief Financial Officer and Secretary

URBANIMMERSIVE INC.

Per: *(s) Ghislain Lemire*
Name: Ghislain Lemire
Title: President and CEO