



Vintage Iconic Archives

AGREEMENT PACKAGE 2012

Participant's Name _____	<div style="background-color: #cccccc; padding: 5px; text-align: center;">Codes (Office Use Only)</div> <div style="border: 2px solid black; padding: 5px;"> <div style="background-color: #cccccc; height: 20px; width: 100%;"></div> <div style="background-color: #cccccc; height: 20px; width: 100%;"></div> <div style="background-color: #cccccc; height: 20px; width: 100%;"></div> <div style="background-color: #cccccc; height: 20px; width: 100%;"></div> </div>
Participant's Representative _____	
Representative's Phone Number _____	
Representative Group _____	
Referred By _____	
Cheques Payable To	
1. Ecotecture –OR– Cultural Heritage Assn. \$ _____ 2. White Collection \$ _____ 3. Vintage Capital \$ _____ 4. Moos Collection \$ _____	
Date of Agreement (mm/dd/yy) _____/_____/_____	
VIA Seminar Details (if applicable) <input type="radio"/> VIA Private Seminar <input type="radio"/> VIA Public Seminar	
City _____ Date _____ Time _____	

Notes (office use only)

_____	_____
_____	_____
_____	_____
_____	_____

DOCUMENT INSTRUCTIONS

Complete document instructions can be found on the reverse side.



VIA PROJECT PARTICIPATION PACKAGE CHECKLIST

please read all documents carefully

AGREEMENT PACKAGE COVER PAGE

1. Your Representative will complete this summary page with the appropriate information
2. Attach all 4 Cheques to cover page

CULTURAL HERITAGE ASSOCIATION -OR- ECOTECTURE: Centre for Ecological Art and Architecture

Complete only 1 document; "Membership Section" **OR** "A Call For Ongoing Support"

MEMBERSHIP APPLICATION

1. Fully complete your personal Information including email
2. Choose Membership (i.e. Individual, General) **OR** Making A Contribution
3. Select Membership Fee (i.e. \$100 – 5 Year Special Charter Membership) **OR** contribution amount
4. Enter the current date
5. Sign the application
6. Issue cheque made payable to "**Cultural Heritage Assn.**"

- OR -

Ecotecture: A CALL FOR ONGOING SUPPORT

1. Choose Contribution level
2. Complete personal information, including email, date and sign.
3. Cheque made payable to "**Ecotecture**"

DELEON WHITE AGREEMENT of PURCHASE and SALE and TRANSFER of PROPERTY

1. On page 1 insert the current date
2. On page 5
 - a. Sign and print your name as participant
 - b. Sign and have a "witness" sign
3. Cheque made payable to "**White Collection**"

PURCHASE LOAN and SECURITY AGREEMENT

1. On page 1
 - a. Insert your NAME
 - b. Insert the LOAN AMOUNT
 - c. Insert the PREPAID INTEREST AMOUNT
2. On page 9
 - a. Insert the current date
 - b. Sign and have a "witness" sign
 - c. LEAVE BLANK "LENDER'S ACCEPTANCE"
3. On page V-A, Schedule A – Personal Information
 - a. Complete section 2
 - b. Complete either section 2A **OR** 3
 - c. Complete section 4
 - d. **THESE SECTIONS MUST BE COMPLETED IN FULL**
4. Cheque made payable to "**Vintage Capital**"

MOOS AGREEMENT of PURCHASE and SALE and TRANSFER of PROPERTY

1. On page 1 LEAVE THE DATE BLANK
2. On page 3 sign and have a "witness" sign
3. Cheque made payable to "**Moos Collection**"

DEED of GIFT

1. On the first line LEAVE BLANK "TO _____"
2. LEAVE THE DATE BLANK
3. Sign and have a "witness" sign
4. Leave Acknowledgement of Receipt BLANK

SOVEREIGN ACKNOWLEDGEMENT and LIMITED POWER of ATTORNEY

1. On page 1 complete
 - a. White Collection cheque amount
 - b. Vintage Capital cheque amount (prepaid interest)
 - c. Loan amount
 - d. Moos Collection cheque amount
2. On page 3
 - a. Insert the current date
 - b. Sign and have a "witness" sign

DECLARATION and ACKNOWLEDGEMENT of RISK

1. On page 2
 - a. Insert the current date
 - b. Sign and have a "witness" sign



Mr. Mrs. Ms. Dr.

Name: _____

Address: _____

_____ Apt. _____

City _____ Prov. _____

Postal Code: _____ Telephone: _____

E-mail: _____

MEMBERSHIP

I hereby apply to become the following class of member in the Cultural Heritage Association of Canada.

Membership Class (select one):

- Individual (General) Individual (Academic) Individual (Professional)
 Institutional (General) Institutional (Academic) Institutional (Professional)

Membership Fee (select one):

- \$36.00 – Individual Membership (1 year) \$50.00 – Institutional Membership (1 year)
 \$100.00 – 5 Year Special Charter Membership (Individual/Institutional)

MAKING A CONTRIBUTION

My pledge of support,

I would like to make a contribution to the Cultural Heritage Association of Canada as a;

(Please choose one)

- Platinum Contributor \$1000 Gold Contributor \$500
 Silver Contributor \$200 Valued Contributor \$100

Enclosed is a gift of \$ _____
Please make cheques payable to the Cultural Heritage Assn.

DATED the _____ of _____, 2012.

Signature _____

THANK YOU FOR YOUR SUPPORT

For more than a decade Ecotecture: Centre for Ecological Art and Architecture has been involved in creative projects designed to engage, educate and challenge the public on the topics of public art, the environment and sustainability. Since our beginnings as an all volunteer organization we have continually found ways to involve the community in public discourse and educational outreach programs designed to stimulate the community's imagination as to what could be, while respecting and preserving that which was. Ours is a commitment to the future founded firmly on an acceptance of the past and a commitment to its preservation for the benefit of future generations.

Those of us committed to Ecotecture's goals have experience in the fields of art, education and philanthropy and have worked extensively in the charitable sector both in Canada and internationally. We invite you to join us in continuing our efforts to strengthen Canada's sustainable art consciousness.

Please feel free to contact us and find out how you can play an active role in our efforts across Canada.

Please accept my pledge of support:

I would like to make a contribution to 'Ecotecture: Centre for Ecological Art and Architecture' in the amount of:

- | | | |
|--------------------------|-------------|-------|
| <input type="checkbox"/> | Partner | \$100 |
| <input type="checkbox"/> | Archivist | \$250 |
| <input type="checkbox"/> | Conservator | \$500 |

Enclosed is a gift of \$ _____
(Please make cheque payable to Ecotecture) We are most grateful for every contribution of support.

Name: _____

Address: _____

Apt. _____

City: _____ Prov.: _____

Postal Code: _____ Telephone: _____

E-Mail: _____

Date: _____ Signature of Contributor: _____

Many thanks to those who have previously given and to those who continue to support us on an ongoing basis.

1581 Dupont Street, Toronto, Ontario, M6P 3S5

tel: 647-436-7584 fax: 647-436-7585

contact@ecotecturecanada.org | www.ecotecturecanada.org

AGREEMENT OF PURCHASE AND SALE AND TRANSFER OF PROPERTY

THIS AGREEMENT OF PURCHASE AND SALE AND TRANSFER OF PROPERTY (this "Agreement") made as of the _____ day of _____, 2012, between **DeLeon White Vintage Images Ltd.**, (the "Vendor") and the person identified below as the "Purchaser" (the "Purchaser").

THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

- Purchase of Purchased Property** - On the terms and subject to the satisfaction of the conditions hereof, the Vendor hereby sells, transfers and assigns to the Purchaser, and the Purchaser hereby purchases from the Vendor, the original works (collectively, the "**Purchased Property**") identified in the invoice of even-date herewith and delivered to the Purchaser with this Agreement (the "**Invoice**"), free and clear of any and all security interests, liens, claims, charges, licenses, leases, encumbrances, infringements by third parties or other adverse claims, or other rights or interests of any kind whatsoever, save and except for the existing rights of copyright or other existing intellectual property rights therein, if any (collectively, "**Encumbrances**"). For more certainty, the Purchased Property shall not include any rights of copyright or other intellectual property rights, which may exist therein.
- Transfer of Title and Possession** - The execution and delivery of this Agreement by each of the Purchaser and the Vendor to the other shall operate as an absolute conveyance and transfer by the Vendor to the Purchaser of the Purchased Property as at the close of business on the date hereof (the "**Effective Time**").
- Purchase Price** - The aggregate purchase price (the "**Purchase Price**") payable by the Purchaser for the Purchased Property shall be the purchase price therefore identified in the Invoice, and shall be satisfied by the payment by the Purchaser to the Vendor by cheque or bank draft or other form of payment acceptable to the Vendor and payable to or to the order of the Vendor of, (i) at the Effective Time, an amount equal to 29 percent of the Purchase Price, and (ii) on the day which is 4 years after the date of this Agreement first above-mentioned an amount equal to 71 percent of the Purchase Price, together with interest on such amount while it remains outstanding calculated in arrears on December 31 in each year while such part of the Purchase Price remains outstanding, both before and after each of maturity, default and judgment, from the Effective Time until payment, at an annual rate equal to the greater of: (i) 1.23%; and (ii) the lesser of the prescribed rate of interest for the purposes of section 143.2 of the Income Tax Act (Canada), (A) at the Effective Time, and (B) applicable from time to time while such part of the Purchase Price remains outstanding, with interest on overdue interest calculated as aforesaid. The Purchaser shall pay to the Vendor such interest calculated in respect of any calendar year on or before February 28 of the next calendar year. The Vendor acknowledges that the Vendor has received from the Purchaser an amount (the "**Prepaid Interest Amount**") as a prepayment of the said interest due in respect of the said balance of the Purchase Price due after the Effective Time. The Vendor shall apply a portion of the Prepaid Interest Amount, or the remaining unapplied portion thereof, in full and final satisfaction of the interest due from time to time hereunder by the Purchaser to the Vendor in respect of such outstanding amount. The Purchaser acknowledges that, once the Prepaid Interest Amount has been so applied by the Vendor in satisfaction of the Purchaser's obligation to pay interest hereunder, the Purchaser shall there after pay to the Vendor interest in respect of such outstanding amount as and when the same may be come due and payable hereunder. The Purchase Price shall be allocated among the Purchased Property as set out in the Invoice.



4. **Payment of Taxes** - The Purchaser shall be liable for and shall pay all applicable Canadian federal and Ontario provincial sales taxes, goods and services taxes, excise taxes and all other taxes (other than income taxes of the Vendor), duties and other like charges properly payable upon and in connection with the conveyance and transfer of the Purchased Property to the Purchaser, if any. The Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in an efficient manner.
5. **Security Interest**
- (a) For value received, the Purchaser hereby grants to the Vendor a security interest (the "**Security Interest**") in that portion of the Purchased Property described in Schedule A hereto and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (collectively, the "**Collateral**").
- (b) The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Purchaser to Vendor hereunder (including the payment of the Purchase Price and any interest thereon) (hereinafter collectively called the "**Obligations**").
- (c) Upon the default by the Purchaser in payment or performance of any of the Obligations and notwithstanding any other provision of this Agreement, Vendor may declare the payment and performance of the Obligations to be immediately due and Vendor shall thereupon have (in addition to any rights which it may have in law or in equity) the rights and remedies of a secured party under the Personal Property Security Act (Ontario) and the Vendor further shall have the right to appoint any person to be an agent or any person to be a receiver, manager or receiver and manager (herein called a "**Receiver**") of the Collateral and to remove any Receiver so appointed and to appoint another if the Vendor so desires.
- (d) Purchaser agrees to be liable for and to pay all reasonable costs, charges and expenses reasonably incurred by Vendor or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in enforcing this agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by Vendor or any Receiver appointed by it, as permitted hereby, shall be a charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.
- (e) Purchaser hereby authorizes Vendor to file such financing statements, financing change statements and other documents and do such acts, matters and things as Vendor may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Purchaser hereby irrevocably constitutes and appoints the Vendor the true and lawful attorney of Purchaser, with full power of substitution, to do any of the foregoing in the name of Purchaser whenever and wherever it may be deemed necessary or expedient.
6. **Representations and Warranties by the Vendor** - The Vendor hereby represents and warrants to the Purchaser as follows, and confirms that the Purchaser is relying upon the accuracy of each of such representations and warranties in connection with the purchase of the Purchased Property and the completion of the transactions hereunder:
- (a) **Corporate Status and Authorization.** The Vendor is a corporation existing under the Business Corporations Act (Canada) and has the corporate power to enter into and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by the Vendor and is a legal, valid and binding obligation of the Vendor, enforceable against the Vendor by the Purchaser in accordance with its terms. The entering into performance of this Agreement by the Vendor will not result in any violation of the articles or by-laws of the Vendor of any agreement or instrument by which it is bound or of any judgment or order to which it is subject.
- (b) **No Other Purchase Agreements** - No person other than the Purchaser has any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment, for the purchase or other acquisition from the Vendor of the Purchased Property, or any part thereof.



- (c) **No Consent/Agreements Required** - No person has any right, title or interest (whether by law or otherwise) capable of restraining the Purchaser from exercising, authorizing the exercise or transferring the rights herein sold, assigned, granted and transferred in the Purchased Property or any part thereof.
- (d) **Title to Purchased Property** –The Vendor is the owner of and has good and marketable title to all of the Purchase Property free and clear of any Encumbrances, (save and except for the existing rights of copyright or other intellectual property rights therein, if any) and has the right to convey the Purchased Property to the Purchaser, without restriction on transfer.
- (e) **Original Works** – Each of the works which comprise the Purchased Property is an original work (and in the case of a photograph is an original press photograph) and is not reproduced or copied from any other work.
- (f) **Lawful Publication** – Each of the works which comprise the Purchased Property is a lawful publication and does not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever anywhere in the world, and each of the said works contains no matter contrary to law.
- (g) **Restrictions on Use** – The Vendor is not a party to or bound by any agreement or any statute of any jurisdiction in Canada or the United States or elsewhere which would restrict or limit the rights associated with possession of the Purchased Property.
7. **Representations and Warranties by the Purchaser** - The Purchaser hereby represents and warrants to the Vendor, and confirms that the Vendor is relying upon the accuracy of each of such representations and warranties in connection with the sale of the Purchased Property and the completion of the other transactions hereunder, that, (i) if the Purchaser is a corporation, the Purchaser is a corporation existing under the laws of its jurisdiction of incorporation and has the corporate power to enter into and perform its obligations under this Agreement, (ii) this Agreement has been duly authorized, executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendor in accordance with its terms, (iii) the entering into performance of this Agreement by the Purchaser will not result in any violation of any agreement or instrument by which it is bound or of any judgment or order to which it is subject and, if the Purchase is a corporation, the articles or by-laws of the Purchaser, and (iv) the Collateral from and after its purchase by the Purchaser from the Vendor hereunder will be owned by Purchaser free of all Encumbrances, save for the Security Interest and those Encumbrances approved in writing by Vendor, and (v) the Purchased Property shall continue to be located at the location identified in the Invoice or at such other location as the Vendor may consent to in writing.
8. **Survival of Warranties and Covenants** - The representations and warranties of the Vendor set out in Section 6 shall survive the purchase and sale of the Purchased Property herein provided for and shall continue in full force and effect for the benefit of the Purchaser for a period of five years following the date hereof. The representations and warranties of the Purchaser set out in Section 7 shall survive the purchase and sale of the Purchased Property herein provided for and shall continue in full force and effect for the benefit of the Vendor for a period of two years following the date hereof. The covenants of the Purchaser set out in Section 3 shall survive the purchase and sale of the Purchased Property herein provided for and thereafter continue in full force and effect for the benefit of the Vendor.
9. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the respective heirs, legal personal representatives, successors and permitted assigns of the parties hereto.
10. **Entire Agreement** - This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.



11. **Counterparts and Faxed Documents** - This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Counterparts may be executed in faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties, provided, however, that any party providing its signature in such a manner shall promptly forward to the other parties an original of the signed signature page of this Agreement which was so faxed.
12. **Amendments** - No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived. Purchaser agrees that any amendment may be executed by Sovereign Financial Solutions Inc. their Power of Attorney.
13. **Assignment** - This Agreement may not be assigned by the Purchaser without the written consent of the Vendor but may be assigned by the Vendor without the consent of the Purchaser to any person, provided that such person enters into a written agreement with the Purchaser to be bound by the provisions of this Agreement in all respects and to the same extent as the Vendor is bound and provided that the Vendor shall continue to be bound by all the obligations hereunder as if such assignment had not occurred and perform such obligations to the extent that such assignee fails to do so.
14. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser each hereby attorn to the jurisdiction of the courts of the Province of Ontario.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]



15. **Headings and Interpretation** – The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement. In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The term “including” means “including without limiting the generality of the foregoing”.

IN WITNESS WHEREOF the parties have executed this Agreement.

DELEON WHITE VINTAGE IMAGES LTD.

Per:

Name:

Title:

Signature of Witness

Signature of Purchaser

Name of Witness (Please print)

Name of Purchaser (Please print)



PURCHASE LOAN AND SECURITY AGREEMENT

Submitted By:	(Print Legal Name)	"Borrower"
Loan Amount	\$ (Insert amount)	"Principal Sum"
To And in Favour Of:	VINTAGE CAPITAL CORPORATION	"Lender"
Prepaid Interest:	\$ (Insert amount)	Prepaid Interest Amount"

WHEREAS Borrower has entered into a purchase agreement ("**Purchase Agreement**") with Moos Heritage Collections LTD. to purchase certain vintage archival property more particularly described in the purchase agreement (collectively, the "**Purchased Property**");

AND WHEREAS Borrower has purchased and is the owner of, or may in the future purchase and become the owner of, certain vintage archival property (collectively, the "**Owned Property**") pursuant to a purchase agreement between the Borrower and Deleon White Vintage Images Ltd.;

AND WHEREAS the Borrower wishes to borrow the principal Sum from the Lender on the terms and conditions hereinafter set out and in order to fund a portion of the purchase price for the purchased property;

AND WHEREAS the Borrower has paid to the Lender the prepaid interest amount to be applied by the Lender to interest owing from time to time by the Borrower to the Lender as hereinafter set out;

AND WHEREAS as security for the repayment of the principal Sum and interest thereon as set out herein, the Borrower wishes to grant to the Lender a first-ranking security interest in the owned property as hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties hereto agree as follows:

ARTICLE ONE - THE LOAN

1.01 **The Loan.** Subject to the terms and conditions set out in this Purchase Loan and Security Agreement (hereinafter called this “**Agreement**”) the Lender (upon its acceptance of this agreement as evidenced by its executing the acceptance at the end of this agreement) agrees to loan to the Borrower, and the Borrower agrees to borrow from the Lender, the Principal Sum on or prior to December 31, 2012 (the “**Loan**”).

1.02 **Direction.** The Borrower irrevocably authorizes and directs the Lender to pay the Principal Sum to Moos Heritage Collections Ltd. (the “**Vendor**”) or to such other person as the Vendor may in writing direct and this shall be the Lender’s good and sufficient authority for so doing. Upon such payment, the Lender shall have for all purposes of this agreement advanced the Principal Sum to the Borrower.

1.03 **Interest.** The outstanding balance of the Principal Sum shall bear interest calculated in arrears on December 31 in each year while all or any part of the Principal Sum remains outstanding, both before and after each of maturity, default and judgment, from the date of advance until payment, at an annual rate equal to the greater of: (i) 1.23%; and (ii) the lesser of the prescribed rate of interest for the purposes of section 143.2 of the Income Tax Act (Canada), (a) at the time the Principal Sum is advanced by the Lender to the Borrower hereunder, and (B) applicable from time to time while any portion of the Principal Sum remains outstanding, with interest on overdue interest calculated as aforesaid. the Borrower shall pay to the Lender such interest calculated in respect of any calendar year on or before February 28 of the next calendar year.

1.04 **Prepaid Interest.** The Lender acknowledges that the Lender has received from the Borrower the prepaid interest amount as a prepayment of the interest due in respect of the Principal Sum during the first five years of the term of the loan by the Lender to the Borrower of the Principal Sum. The Lender shall apply a portion of the prepaid interest amount, or the remaining unapplied portion thereof, in full and final satisfaction of the interest due from time to time hereunder by the Borrower to the Lender. The Borrower acknowledges that, once the prepaid interest amount has been so applied by the Lender in satisfaction of the Borrower’s obligation to pay interest hereunder, the Borrower shall thereafter pay to the Lender interest in respect of the loan as and when the same may become due and payable hereunder.

1.05 **Maturity/Obligation to Pay.** The principal Sum and all interest accrued and unpaid thereon shall be due and payable without demand on January 31, 2022, by the Borrower to the Lender at the Lender’s address herein provided for, or at such other address as is from time to time indicated by the Lender to the Borrower by notice in writing as the address for repayment of the loan.

1.06 **Repayment of Loan.** The Borrower may at any time and from time to time prepay the Principal Sum, in whole or in part, without notice, bonus or penalty, upon payment to the Lender of any accrued but unpaid interest thereon.

1.07 **Evidence of Indebtedness.** The Lender shall maintain records wherein the Lender shall record the outstanding balance of the principal Sum hereunder and all interest thereon, and each payment by the Borrower hereunder in respect of the balance of the Principal Sum remaining due hereunder from time to time and interest thereon. the Lender’s said records shall constitute, in the absence of manifest error, prima facie evidence of the indebtedness of the Borrower to the Lender pursuant to this agreement.



ARTICLE TWO - CONDITIONS PRECEDENT TO LOAN AND CONSENT

2.01 **Conditions Precedent to Loan.** The acceptance of this agreement by the Lender (as evidenced by its executing the acceptance at the end of this agreement) and the loan and advance by the Lender to the Borrower of the Principal Sum under this agreement shall be subject to the satisfaction of, or compliance with, the following conditions precedent which conditions shall be for the Lender's sole benefit:

(a) no event shall have occurred which is an event of Default (as hereinafter defined) or which would be such an event of Default but for the giving of notice or lapse of time or both; and

(b) the Lender being satisfied, in its sole discretion, with the Borrower's creditworthiness.

2.02 **Consent to Collect, Use and Disclose Information.** Borrower agrees that, from and after Lender's receiving this agreement executed by the Borrower and prior to its acceptance by Lender and otherwise while all or any part of the Principal Sum and interest thereon is outstanding, Lender may collect, use and disclose (including to Deleon White Vintage Images Ltd., the promoter of the Vintage Iconic Archives Project (the "Program") a gifting arrangement registered as a tax shelter under the *Income Tax Act* (Canada)) Borrower's personal, financial or other information which Borrower provides to Lender or which Lender obtains from a third party (collectively, "Information") including for, but not limited to, the purposes of identifying the Borrower, assessing the Borrower's creditworthiness, enforcing the Lender's rights under this agreement, protecting Borrower and Lender from fraud and error, complying with legal and regulatory requirements, and the said promoter's complying with the requirements of any law, rule or regulation (including the *Income Tax Act* (Canada)) in respect of or applicable to the program. Borrower consents to Lender's obtaining information and reports about Borrower from credit reporting agencies and other Lenders at the time of and during the process of reviewing and considering Borrower's request for a loan hereunder, and on an ongoing basis to review and verify Borrower's creditworthiness. Borrower may not withdraw the foregoing consent while all or any part of the Principal Sum and interest thereon is outstanding.

ARTICLE THREE – SECURITY

3.01 **Security Interest.** For value received, the Borrower hereby grants to the Lender a security interest in that portion of the owned property described under the heading "Description of Collateral" in Schedule B hereto, which schedule is attached hereto or will be attached at the time of the advancing of funds hereunder, and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (collectively, the "Collateral"). the term "Security interest" when used in this agreement shall include the security interests granted under this Section 3.01 and any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

3.02 **Indebtedness Secured.** The Security interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Borrower to Lender arising under this agreement, including the Borrower's obligation to pay the Lender the Principal Sum and interest thereon (hereinafter collectively called the "Indebtedness"), and any adjustments in either the amount of the capital advanced or the interest to be paid to give full force and effect to the intention of the Borrower under this agreement. If the Security interest in the Collateral is not sufficient, in the event of default, to satisfy all indebtedness of Borrower to the Lender, Borrower acknowledges and agrees that Borrower shall continue to be liable for any indebtedness remaining outstanding and Lender shall be entitled to pursue full payment thereof.

3.03 **Power of Attorney.** Borrower hereby authorizes Lender to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or the locations at which Collateral and records relating thereto are situate) as Lender may deem appropriate to perfect on an ongoing basis and continue the Security interest, to protect and preserve Collateral and to realize upon the Security interest and Borrower hereby irrevocably constitutes and appoints the Lender the true and lawful attorney of Borrower, with full power of substitution, to do any of the foregoing in the name of Borrower whenever and wherever it may be deemed necessary or expedient. Including amending all documentation between the two parties so as to reflect accurately the capital amount of the loan advanced by the Lender to the borrower at any time, and make any necessary changes in the amount of the pre-paid interest hereunder, so as to accurately reflect the amount of the loan made by the Lender to the borrower.



PURCHASE LOAN AND SECURITY AGREEMENT

3.04 **Set-Off.** Without limiting any other right of Lender, whenever indebtedness is immediately due and payable or Lender has the right to declare indebtedness to be immediately due and payable (whether or not it has so declared), Lender may (unless otherwise agreed in writing), in its sole discretion, set off against the indebtedness any and all amounts then owed to Borrower by Lender in any capacity, whether or not due, and Lender shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on Lender's records subsequent thereto.

3.05 **Lender's Rights.** Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Borrower, debtors of Borrower, sureties and others and with Collateral and other security as Lender may see fit without prejudice to the liability of Borrower or Lender's right to hold and realize the Security interest.

3.06 **Waivers.** No delay or omission by Lender in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, Lender may remedy any event of Default by Borrower hereunder or with respect to any indebtedness in any reasonable manner without waiving the event of Default remedied and without waiving any other prior or subsequent default by Borrower. All rights and remedies of Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

ARTICLE FOUR - BORROWER'S REPRESENTATIONS AND WARRANTIES AND RELEASE

4.01 **Representations and Warranties of Borrower.** The Borrower represents and warrants to the Lender (and covenants and agrees that each of the representations and warranties will remain true and correct throughout the term of this agreement) as follows:

- (a) if a corporation, the Borrower has been duly incorporated and organized and is a subsisting corporation under the laws of its incorporating jurisdiction;
- (b) if a corporation, the execution and delivery of this agreement by the Borrower has been duly authorized by all necessary corporate action and the Borrower has all requisite power and authority to enter into this agreement;
- (c) the execution and delivery of this agreement by the Borrower and the observance and performance of the terms and conditions hereof on the part of the Borrower do not constitute a violation of applicable law or any provision of any contract or obligation to which the Borrower is a party or by which it is bound or, in the case of a Borrower which is a corporation, a violation of the Borrower's charter documents or by-laws;
- (d) the Borrower is not a non-resident of Canada for the purposes of the income tax act (Canada);
- (e) if a corporation, no interest in the Borrower is a "tax shelter investment" for purposes of Section 143.2 of the income tax act (Canada);
- (f) if an individual, the first given name, the second given name, if any, and the surname of the Borrower as set out above is the legal name of the Borrower, the personal information provided by the Borrower to the Lender is complete and accurate and the address set out above is the Borrower's principal place of residence;
- (g) if a corporation, there is no French form of the corporate name of the Borrower other than as is set out below, and the address set out below is the Borrower's place of business or, if there is more than one place of business, the Borrower's chief executive office;
- (h) the information set out in Schedule A hereto is true, correct and complete as at the date of execution hereof by the Borrower; and
- (i) the Collateral is located at the location identified in Schedule B hereto.

4.02 **Acknowledgements of Borrower.** The Borrower acknowledges that:

(a) the Lender does not, by reviewing this document, make any commitment to the Borrower to make the loan;

(b) the loan is a full-recourse obligation of the Borrower and that no representations have been made to the Borrower to cause the Borrower to believe that the principal Sum and interest thereon will be paid from any source other than the Borrower's own resources;

(c) the Lender does not make any representations or warranties to the Borrower whatsoever with respect to the program, or the tax benefits thereof or otherwise;

(d) the Lender is not a party to any representations, warranties, declarations or undertakings made by any person involved in the program; the Lender is not associated and does not associate itself therewith and the Lender does not express and has not expressed any opinion with respect thereto;

(e) the making of the loan by the Lender to the Borrower is a transaction completely separate from and independent of the program and any of the transactions relating thereto, or the participation by the Borrower in the program, and the Borrower will be irrevocably obligated to the Lender for payment of the principal Sum and interest thereon as set out herein without regard to any issues which may arise between the Borrower and any other parties and without regard to the legality, existence, enforceability or value of any of the rights granted or promised to the Borrower by any party;

(f) the Lender will not be obligated to enforce its Security interest before looking to the Borrower for payment of the outstanding balance of the principal Sum and accrued and unpaid interest thereon; and

(g) nothing contained herein or in any other instrument will be interpreted so as to oblige the Lender to renew the loan or to extend any time for payment of any amount due to the Lender hereunder.

(h) nothing contained herein or in any other instrument will be interpreted so as to prevent the Lender from either amending documents or adding additional documents so as to fully reflect the amount of the capital actually advanced to the Borrower or on the Borrower's behalf.

4.03 **Release in Favour of Lender Parties.** The Borrower hereby acknowledges and agrees that, (i) in deciding to participate in the program he, she or it has not relied on the Lender or on any other party that may provide funding to the Lender as daylight or bridge financing (the "**Bridge Lender**") or any of their respective trustees, affiliates, parents, subsidiaries, or principals or any of their respective officers, directors, beneficiaries, shareholders, employees, agents, representatives, successors, and assigns (collectively, the "**Lender Parties**"), and (ii) none of the Lender parties has made any representation, warranty or assurance to Borrower with respect to the Borrower's participation in the program. Without limiting the generality of the foregoing, the Borrower hereby acknowledges and agrees that none of the Lender parties shall have any responsibility or liability whatsoever for the use of the proceeds of the loan by the Borrower and any consequences resulting therefrom.

The Borrower hereby unconditionally releases each of the Lender parties in any and all capacities from any and all claims or liabilities of any kind whatsoever that the Borrower now has or in the future may have, with respect to matters occurring on, prior to or after the date hereof, arising out of, based upon, resulting from or in connection with Borrower's participation in the program.

The Borrower acknowledges and agrees that the Lender parties may rely on the provisions of this Section 4.03 hereof notwithstanding the fact that they are not signatories to this agreement and notwithstanding the fact that their full legal names and addresses do not appear herein. In the event that a court determines that all or any portion of the foregoing provisions of this Section 4.03 is not effective to create rights and immunities in favour of all or any of the Lender parties, the Borrower agrees that the Lender shall have the rights and immunities provided in this Section 4.03 in trust as trustee for the benefit of such Lender parties.



ARTICLE FIVE – DEFAULT AND REMEDIES

5.01 **Default.** Upon the occurrence of any of the following events of default (each an “Event of Default”) the Lender may, at its option and in addition to any other rights which it may have at law, require by written notice to the Borrower that the unpaid balance of the principal Sum together with any accrued and unpaid interest thereon shall become immediately due and payable and the Security interest shall become immediately enforceable, all without further demand or notice of any kind of which further demand or notice is expressly waived by the Borrower:

- (a) the failure of the Borrower to pay any principal, interest or other amount when due pursuant to this agreement;
- (b) the failure of the Borrower to observe or perform any other term of this agreement;
- (c) the Borrower is unable to pay its debts as such debts become due, or is, adjudged or declared to be, or admits to being, bankrupt or insolvent;
- (d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or to have the Borrower declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or if any encumbrancer takes possession of any part thereof;
- (e) if any representation or warranty made by the Borrower under this agreement shall be false in any material respect;
- (f) the Borrower fails to maintain the Collateral free of any security interests, mortgages, liens, claims, charges, licenses, leases, encumbrances or other adverse claims or interests (hereinafter collectively called “Encumbrances”), save for the Security interest and those encumbrances approved in writing by Lender; or
- (g) if any encumbrance otherwise becomes enforceable in respect of the Collateral.

5.02 **Waiver of Default.** The Lender may at any time, and from time to time, waive in writing any such event of Default which may have occurred, provided that such waiver shall, (i) be effective only if given in writing and signed by a duly authorized representative of the Lender, (ii) extend only to the specific instance of the particular event of Default referred to in the notice in writing, and (iii) shall in no way be interpreted so as to extend to or affect any other event of Default, prior or subsequent, or the rights or remedies of the Lender resulting therefrom.

5.03 **Remedies.**

- (a) Upon the occurrence of an event of Default, Lender may but shall not be bound or required to:
 - (i) appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of Lender or not, to be a receiver or receivers (hereinafter called a “Receiver”, which term when used herein shall include a receiver and manager) of the Collateral (including any interest, income or profits therefrom) and may remove any receiver so appointed and appoint another in his stead. any such receiver shall, so far as concerns responsibility for his acts, be deemed the agent of Borrower and not Lender, and Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any such receiver shall have power to take possession of Collateral, to preserve Collateral or its value, and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. to facilitate the foregoing powers, any such receiver may, to the exclusion of all others, including Borrower, enter upon, use and occupy all premises owned or occupied by the Borrower wherein Collateral may be situate and maintain Collateral upon such premises. except as may be otherwise directed by Lender, all moneys received from time to time by such receiver in carrying out his appointment shall be received in trust for and paid over to Lender. every such receiver may, in the discretion of Lender, be vested with all or any of the rights and powers of Lender;
 - (ii) either directly or through its agents or nominees, exercise any or all of the powers and rights given to a receiver by virtue of the foregoing paragraph (i); and
 - (iii) take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and sell, lease, license or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to Lender may seem reasonable



PURCHASE LOAN AND SECURITY AGREEMENT

(b) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Borrower and Lender and in addition to any other rights Lender may have at law or in equity, Lender shall have, both before and after default, all rights and remedies of a secured party under the Personal Property Security Act (Ontario) (“**P.P.S.A.**”). provided always, that Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes.

(c) Borrower acknowledges that Lender or any receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Borrower agrees upon request from Lender or any such receiver to assemble and deliver possession of Collateral at such place or places as reasonably directed.

(d) Borrower agrees to be liable for and to pay all reasonable costs, charges and expenses reasonably incurred by Lender or any receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and receiver remuneration), in operating Borrower's accounts, in preparing or enforcing this agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by Lender or any receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(e) Lender will give Borrower such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

ARTICLE SIX - GENERAL

6.01 **Binding Agreement.** By executing and delivering this agreement to the Lender, the Borrower hereby requests the loan from the Lender. Thereafter, and only upon acceptance of hereof by the Lender (as evidenced by its executing the acceptance at the end of this agreement), this agreement will constitute a binding agreement between the Borrower and the Lender, enforceable against each of the Borrower and the Lender, as the case may be, in accordance with its terms.

6.02 **Laws of Ontario.** This agreement shall be governed by and construed and interpreted in accordance with the laws of the province of Ontario, excluding its conflicts of laws rules, and the federal laws of Canada applicable therein. The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the province of Ontario for the purpose of any suit, action or other proceeding arising out of or based upon this agreement or any collateral document or the subject matter hereof or thereof and hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts, that his, hers or its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper.

6.03 **Notices, etc.** Whenever Lender or Borrower is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given if delivered personally or sent by telecopier or by prepaid mail to the mailing address or telecopier number of the party stated below or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received and, if telecopied before 4:30 p.m. on a business day, shall be deemed to have been received on that day, and if telecopied at any other time, shall be deemed to have been received on the business day next following the date of transmission.



PURCHASE LOAN AND SECURITY AGREEMENT

The address of Borrower is that address set out in Schedule a hereto.

The address of Lender is:

Vintage Capital Corporation
1491 Yonge Street
Suite 301
Toronto, Ontario
M4T 1Z4

Attention: President

6.04 **Headings and Interpretation.** The division of this agreement into articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement. The terms “this agreement”, “hereof”, “hereunder” and similar expressions refer to this agreement and not to any particular article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, Sections and Schedules are to articles and Sections of and Schedules to this agreement. In this agreement words importing the singular number only shall include the plural and vice versa, words importing any gender include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The term “including” means “including without limiting the generality of the foregoing”.

6.05 **Time of Essence.** Time shall be of the essence of this agreement.

6.06 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Borrower and the Lender and their respective heirs, legal personal representatives, successors and assigns.

6.07 **Further Assurances.** The Borrower shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the Lender may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this agreement.

6.08 **Counterparts and Facsimile.** This agreement may be executed in counterparts, each of which together shall constitute one and the same instrument. This agreement may be executed by facsimile with originally executed documents to follow by courier forthwith thereafter and shall be as binding as if originally executed.



PURCHASE LOAN AND SECURITY AGREEMENT

BORROWER'S EXECUTION

The Borrower's signature below means that he, she or it has read and understands and accepts this agreement.

Dated this _____ day of _____, 2012.

Signature of Witness

Signature of Participant

Name of Witness (please print)

Name of Participant (Please print)

LENDER'S ACCEPTANCE

The Lender hereby accepts and agrees to the above agreement.

Dated this _____ day of _____, 2012.

VINTAGE CAPITAL CORPORATION

Per: _____
Name:
Title:



Schedule A – Personal Information

1) Representative Information	Last Name		First Name		Middle initial	Telephone Number
	Rep Code	Company or Brokerage		Fax Number		
	Mailing Address			City	Province	Postal Code
2) Applicant Information (MANDATORY) all correspondence from Vintage Capital will be sent to this address	<input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Miss <input type="radio"/> Ms. Other _____					
	Last Name		First name		Middle initial	Date of Birth (Jan, 1st, 1960)
	Address		City		Province	Postal Code
	Home number		Mobile number		Social insurance number (S.I.N.)	
	Please indicate the type of government issued document viewed to verify the identity of the client:					
	<input type="radio"/> Canadian Driver's license <input type="radio"/> Canadian passport <input type="radio"/> Canadian Citizenship Card <input type="radio"/> Other _____					
	Document #			Issued By		
COMPLETE EITHER 3A) Applicant Employment Information (Must be fully completed. Include a copy of your 2010 assessment with this Section)	Name of employer			Total annual estimated 2012 income \$		
	Employer address		City	Province	Postal Code	
	Employer telephone number		Number of years with employer		Occupation	
OR 3B) Applicant Financial Statement (Must be fully completed)	Assets	Amount	Liabilities	Amount	Monthly Payments	
	Cash	\$	Loans with	\$	rent/Mortgage	\$
	Residence	\$	Mortgages	\$	Support	\$
	Other real estate	\$	Income tax unpaid (current year)	\$	Property tax	\$
	RRSP's	\$	Income tax unpaid (prior year)	\$		
	Stocks and bonds	\$	Real estate taxes unpaid	\$		
	life insurance (net cash surrender value)	\$	Other Liabilities	\$		
	Vehicles	\$		\$		
	Other assets	\$		\$		
	Total assets	\$	Total Liabilities	\$		
		Net worth (assets-Liabilities)	\$			
4) Request for Purchase Loan	Amount requested \$					
5) Security	Collateral: Schedule B – "Description of Collateral"					

AGREEMENT OF PURCHASE AND SALE AND TRANSFER OF PROPERTY

THIS AGREEMENT OF PURCHASE AND SALE AND TRANSFER OF PROPERTY (this "**Agreement**") made as of the _____ day of _____, 2012, between **Moos Heritage Collections Ltd.**, (the "**Vendor**") and the person identified below as the "Purchaser" (the "**Purchaser**").

THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

1. **Purchase of Purchased Property** - On the terms and subject to the satisfaction of the conditions hereof, the Vendor hereby sells, transfers and assigns to the Purchaser, and the Purchaser hereby purchases from the Vendor, the original works (collectively, the "**Purchased Property**") identified in the invoice of even-date herewith and delivered to the Purchaser with this Agreement (the "**Invoice**"), free and clear of any and all security interests, liens, claims, charges, licenses, leases, encumbrances, infringements by third parties or other adverse claims, or other rights or interests of any kind whatsoever, save and except for the existing rights of copyright or other existing intellectual property rights therein, if any (collectively, "**Encumbrances**"). For more certainty, the Purchased Property shall not include any rights of copyright or other intellectual property rights, which may exist therein.
2. **Transfer of Title and Possession** - The execution and delivery of this Agreement by each of the Purchaser and the Vendor to the other shall operate as an absolute conveyance and transfer by the Vendor to the Purchaser of the Purchased Property as at the close of business on the date hereof (the "**Effective Time**").
3. **Purchase Price** - The aggregate purchase price (the "**Purchase Price**") payable by the Purchaser for the Purchased Property shall be the purchase price therefore identified in the Invoice, and shall be satisfied by the payment at the Effective Time by the Purchaser to the Vendor of the Purchase Price by cheque or bank draft or other form of payment acceptable to the Vendor and payable to or to the order of the Vendor. The Purchase Price shall be allocated among the Purchased Property as set out in the Invoice.
4. **Payment of Taxes** - The Purchaser shall be liable for and shall pay all applicable Canadian federal and Ontario provincial sales taxes, goods and services taxes, excise taxes and all other taxes (other than income taxes of the Vendor), duties and other like charges properly payable upon and in connection with the conveyance and transfer of the Purchased Property to the Purchaser, if any. The Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in an efficient manner.
5. **Representations and Warranties by the Vendor** - The Vendor hereby represents and warrants to the Purchaser as follows, and confirms that the Purchaser is relying upon the accuracy of each of such representations and warranties in connection with the purchase of the Purchased Property and the completion of the transactions hereunder:
 - a. **Corporate Status and Authorization.** The Vendor is a corporation existing under the Business Corporations Act (Canada) and has the corporate power to enter into and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by the Vendor and is a legal, valid and binding obligation of the Vendor, enforceable against the Vendor by the Purchaser in accordance with its terms. The entering into performance of this Agreement by the Vendor will not result in any violation of the articles or by-laws of the Vendor of any agreement or instrument by which it is bound or of any judgment or order to which it is subject.
 - b. **No Other Purchase Agreements** - No person other than the Purchaser has any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment, for the purchase or other acquisition from the Vendor of the Purchased Property, or any part thereof.
 - c. **No Consent/Agreements Required** - No person has any right, title or interest (whether by law or otherwise) capable of restraining the Purchaser from exercising, authorizing the exercise or transferring the rights herein sold, assigned, granted and transferred in the Purchased Property or any part thereof.

- d. **Title to Purchased Property** – The Vendor is the owner of and has good and marketable title to all of the Purchased Property free and clear of any Encumbrances (save and except for the existing rights of copyright or other existing intellectual property rights therein, if any) and has the right to convey the Purchased Property to the Purchaser, without restriction on transfer.
 - e. **Original Works** – Each of the works, which comprise the Purchased Property, is an original work (and in the case of a photograph is an original press photograph) and is not reproduced or copied from any other work.
 - f. **Lawful Publication** – Each of the works which comprise the Purchased Property is a lawful publication and does not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever anywhere in the world, and each of the said works contains no matter contrary to law.
 - g. **Restrictions on Use** – The Vendor is not a party to or bound by any agreement or any statute of any jurisdiction in Canada or the United States or elsewhere which would restrict or limit the rights associated with possession of the Purchased Property, save and except as expressed in paragraphs 1, and 5(d) above.
6. **Representations and Warranties by the Purchaser** - The Purchaser hereby represents and warrants to the Vendor, and confirms that the Vendor is relying upon the accuracy of each of such representations and warranties in connection with the sale of the Purchased Property and the completion of the other transactions hereunder, that, (i) if the Purchaser is a corporation, the Purchaser is a corporation existing under the laws of its jurisdiction of incorporation and has the corporate power to enter into and perform its obligations under this Agreement, (ii) this Agreement has been duly authorized, executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendor in accordance with its terms, (iii) the entering into performance of this Agreement by the Purchaser will not result in any violation of any agreement or instrument by which it is bound or of any judgment or order to which it is subject and, if the Purchase is a corporation, the articles or by laws of the purchaser, and (iv) **the Purchaser acknowledges that Purchaser has read and understands this Agreement, and has had the opportunity to obtain independent legal advice prior to entering into this Agreement.**
7. **Survival of Warranties by the Vendor** - The representations and warranties of the Vendor set out in Section 5 shall survive the purchase and sale of the Purchased Property herein provided for and shall continue in full force and effect for the benefit of the Purchaser for a period of five years following the date hereof. The representations and warranties of the Purchaser set out in Section 6 shall survive the purchase and sale of the Purchased Property herein provided for and shall continue in full force and effect for the benefit of the Vendor for a period of two years following the date hereof.
8. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the respective heirs, legal personal representatives, successors and permitted assigns of the parties hereto.
9. **Entire Agreement** - **This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.**
10. **Counterparts and Faxed Documents** - This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Counterparts may be executed in faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties, provided, however, that any party providing its signature in such a manner shall promptly forward to the other parties an original of the signed signature page of this Agreement which was so faxed.

11. **Amendments** - No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived. Sovereign Financial Solutions Inc. as Power of Attorney for the Purchaser may execute any amendments on the Purchaser's behalf.

12. **Assignment** - This Agreement may not be assigned by the Purchaser without the written consent of the Vendor but may be assigned by the Vendor without the consent of the Purchaser to any person, provided that such person enters into a written agreement with the Purchaser to be bound by the provisions of this Agreement in all respects and to the same extent as the Vendor is bound and provided that the Vendor shall continue to be bound by all the obligations hereunder as if such assignment had not occurred and perform such obligations to the extent that such assignee fails to do so.

13. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser each hereby attorn to the jurisdiction of the courts of the Province of Ontario.

14. **Headings and Interpretation** – The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement. In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The term "including" means "including without limiting the generality of the foregoing".

IN WITNESS WHEREOF the parties have executed this Agreement.

MOOS HERITAGE COLLECTIONS LTD.

Per:

Name:

Title:

Signature of Witness

Signature of Purchaser

Name of Witness (Please print)

Name of Purchaser (Please print)

DEED OF GIFT

TO: _____
[Insert name of qualified donee] (the “Donee”)

WHEREAS the undersigned (the “Donor”) is the owner of the property described in the Exhibit attached hereto (the “Gifted Property”) and desires to transfer to the Donee by way of absolute gift the Gifted Property with the intent that the Gifted Property shall be held beneficially by the Donee.

NOW THEREFORE THIS DEED OF GIFT WITNESSETH as follows:

1. The Donor hereby voluntarily assigns, transfers and delivers to the Donee by way of gift and for no consideration or benefit and otherwise for the Donee’s own use absolutely the Gifted Property.
2. The Donor hereby declares that this Deed of Gift shall be governed by the laws of the Province of Ontario.

Dated this _____ day of _____, 20__.

Signature of Witness

Signature of Participant

Name of Witness (Please print)

Name of Participant (Please print)

ACKNOWLEDGEMENT OF RECEIPT

The Donee hereby acknowledges receipt of and accepts the Gifted Property.

[Insert name of qualified donee]

By: _____
Name:
Title:

ACKNOWLEDGEMENT AND LIMITED POWER OF ATTORNEY

The undersigned acknowledges, that the undersigned has executed and delivered to Sovereign Financial Solutions Ltd. (the “**Attorney**”), as Attorney for the undersigned, the following documents for completion in any manner whatsoever to give effect to the Signer’s intention hereunder, and delivery by Sovereign as hereinafter set out. The attorney may amend any of the following documents:

- (a) an Agreement of Purchase and Sale and Transfer of Property between the participant and DeLeon White Vintage Images Ltd. (“**DeLeon White Purchase Agreement**”);
- (b) a current dated cheque made payable to DeLeon White Vintage Images Ltd. (“**DeLeon White Cheque**”) in an amount equal to the DeLeon White Payment Amount identified below;
- (c) a Purchase Loan and Security Agreement (the “**Purchase Loan Agreement**”) in respect of the undersigned’s request to Vintage Capital Corporation (“**Vintage Capital**”) for a purchase loan (“**Purchase Loan**”) in an amount equal to the Purchase Loan Amount identified below, to fund a portion of the purchase price of the vintage archival property which the undersigned wishes to purchase from Moos Heritage Collections Ltd. (“**Moos**”) under the Moos Purchase Agreement;
- (d) a current dated cheque made payable to Vintage Capital (“**Vintage Capital Cheque**”) in an amount equal to the Vintage Capital Prepaid Interest Amount identified below;
- (e) an Agreement of Purchase and Sale and Transfer of Property ,between the participant and Moos Heritage Collections Ltd. (“**Moos Purchase Agreement**”);
- (f) a current dated cheque made payable to Moos Heritage Collections Ltd. (“**Moos Cheque**”) in an amount equal to the Moos Payment Amount identified below; and
- (g) a Deed of Gift between the participant and a qualified donee (“**Deed of Gift**”).

Cheque Amount – Purchase of White Collection: Amount”

\$

(Insert Amount)

“DeLeon White Payment

Cheque Amount –Vintage Capital Prepaid Interest Amount:

\$

(Insert Amount)

“Vintage Capital Prepaid Interest Amount”

Loan Amount – Purchase of Moos Collection:

\$

(Insert Amount)

“Purchase Loan Amount”

Cheque Amount – Purchase of Moos Collection:

\$

(Insert Amount)

“Moos Payment Amount”

ACKNOWLEDGEMENT AND LIMITED POWER OF ATTORNEY

For valuable consideration, the undersigned hereby irrevocably nominates, constitutes and appoints Sovereign Financial Solutions Ltd. (the "**Attorney**"), with full power of substitution, as the agent and true and lawful attorney of the undersigned to act on behalf of the undersigned, with full power and authority in the undersigned's name, place and stead:

- (a) to do all things and to execute and deliver all documents (including without limitation the delivery to DeLeon White of the DeLeon White Cheque and the DeLeon White Purchase Agreement, with or without variation as contemplated below) necessary or desirable to:
 - (i) purchase such vintage archival property (the "**White Collection**") from DeLeon White as the Attorney shall identify and determine in its sole and absolute discretion and which is in the Attorney's sole and absolute discretion likely to be sought by qualified donees, as that term is defined in the Income Tax Act (Canada), ("**qualified donees**") and at a price which is no greater than the quotient of the DeLeon White Payment Amount (less the component of prepaid interest included in such amount) divided by 0.29 and which price is otherwise in the absolute discretion of the Attorney obtainable from DeLeon White, and otherwise on the terms and conditions set out in the DeLeon White Purchase Agreement together with such additional terms, amendments, and variations thereto as may be approved by the Attorney in its sole discretion, and to take delivery of any such White Collection for and on behalf of the undersigned; and
 - (ii) without limiting the foregoing, to grant to DeLeon White a security interest in such portion of the White Collection as the Attorney may identify and determine in its sole and absolute discretion and otherwise on the terms and conditions set out in the DeLeon White Purchase Agreement in order to secure the payment by the undersigned of that portion of the purchase price for the White Collection and interest thereon which is due after the purchase thereof by the undersigned, including without limitation the completion and attachment of Schedule A to the DeLeon White Purchase Agreement;
- (b) to deliver to Vintage Capital the Purchase Loan Agreement and Vintage Capital Cheque in furtherance of the undersigned's request of Vintage Capital for a Purchase Loan thereunder and, if Vintage Capital thereafter notifies the Attorney that it has approved the undersigned's request for a Purchase Loan and accepted the undersigned's Purchase Loan Agreement, to do all things and to execute and deliver all documents necessary or desirable (including without limitation the completion and attachment of Schedule B to the Purchase Loan Agreement) to grant to Vintage Capital a security interest in such portion of the White Collection as the Attorney may identify and determine in its sole and absolute discretion and otherwise on the terms and conditions contemplated in the Purchase Loan Agreement in order to secure the payment by the undersigned to Vintage Capital of the undersigned's Purchase Loan and interest thereon, and to receive from Vintage Capital on behalf of the undersigned any disclosure statements which are required to be delivered by Vintage Capital pursuant to applicable consumer protection legislation across Canada and in respect of the Purchase Loan to the Participant; moreover, to complete, amend or adjust any and all documents between the Participants and Vintage Capital to complete the loan between the Participant and Vintage Capital and the purchase by the Participant of the Moos Collection;
- (c) in the event that Vintage Capital notifies the Attorney that it has approved the undersigned's Purchase Loan Agreement and accepted the undersigned's Purchase Loan Agreement, to do all things and to execute and deliver all documents (including without limitation delivering to Moos the Moos Cheque and the Moos Purchase Agreement, with or without variation as contemplated below) necessary or desirable to purchase such vintage archival property (the "**Moos Collection**")

from Moos as the Attorney shall identify and determine in its sole and absolute discretion and which is otherwise in the Attorney's sole and absolute discretion likely to be sought by qualified donees and at a price which is no greater than the sum of the Moos Payment Amount and the Purchase Loan Amount and which price is otherwise in the absolute discretion of the Attorney obtainable from Moos, and otherwise on the terms and conditions set out in the Moos Purchase Agreement together with such additional terms, amendments, and variations thereto as may be approved by the Attorney in its sole discretion, and to take delivery of any such Moos Collection for and on behalf of the undersigned; and

- (d) to thereafter do all things and to execute and deliver all documents necessary or desirable to transfer by way of gift for no consideration or benefit to the undersigned, the Moos Collection to one or more qualified donees which the Attorney may identify in the Attorney's sole and absolute discretion and, including without limitation completing, dating, and delivering to the qualified donee(s) the Deed of Gift in respect thereof, or completing, executing and delivering to the qualified donee(s) an alternate form of deed of gift required by such qualified donee(s) in respect thereof.
- (e) To thereafter do all things and to execute and deliver all documents necessary or desirable to lend for nominal consideration the Moos Collection to one or more qualified donees, which the Attorney may identify in the Attorney's sole and absolute discretion, including without limitation completing, dating, and delivering to the qualified donee(s) a loan agreement in respect thereof.

The grant of authority contained in this power of attorney is given for valuable consideration and is coupled with an interest, is irrevocable and will survive the bankruptcy of the undersigned, and binds the heirs, executors, administrators, and other legal representatives and successors and assigns of the undersigned. The undersigned agrees to be bound by any representations and actions made or taken by the Attorney pursuant to this power of attorney and hereby waives any and all defenses which may be available to contest, negate or disaffirm any such action of the Attorney taken in good faith under this power of attorney.

Without limiting and in addition to the foregoing, the undersigned hereby irrevocably authorizes and directs the Attorney to complete each of the above-described transactions in the name, place and stead of and in the manner described above, and this shall be the Attorney's good, sufficient and irrevocable authority for so doing.

Dated this _____ day of _____, 2012.

Signature of Witness

Signature of Participant

Name of Witness (Please print)

Name of Participant (Please print)



TO: DELEON WHITE VINTAGE IMAGES LTD. (the “Promoter”)

THE UNDERSIGNED (“Participant”) declares and acknowledges as follows:

1. The Participant is a participant in The Vintage Iconic Archives Project (the “Program”), Federal Tax Shelter Identification Number TS075804, Quebec Tax Shelter Identification Number QAF-10-01404. This identification number issued for the Program shall be included in any return filed by the Participant. Issuance of the identification number is for administrative purposes only and does not in any way confirm the entitlement of the Participant to claim any tax benefits associated with the Program.
2. The Participant has read and fully understood this Declaration and Acknowledgement of Risk and each of the following documents which have each been executed and delivered and/or received by the Participant:
 - a. Agreement of Purchase and Sale and Transfer of Property between the Participant and Moos Heritage Collections Ltd.;
 - b. Purchase Loan and Security Agreement between the Participant and Vintage Capital Corporation;
 - c. Deed of Gift between the Participant and the Recipient Institution;
 - d. Agreement of Purchase and Sale and Transfer of Property between the Participant and DeLeon White Vintage Images Ltd.;
 - e. Acknowledgement and Limited Power of Attorney between the Participant and Sovereign Financial Solutions Inc.;
 - f. This Declaration and Acknowledgement of Risk; and
 - g. All other marketing and other documents delivered to the Participant by the Promoter in respect of the Program; all of which are herein collectively called the “Documents”.
3. I have had the opportunity to read the document entitled “Canadian Federal Statutory Provisions” in respect of the Program.
4. The Participant has been advised to and has had the opportunity to obtain qualified, independent legal and tax advice prior to the execution, delivery, and/or review, as the case may be, of the Documents and the Participant’s participation in the Program.
5. In respect of the tax benefits which the Participant may expect to receive as a result of participating in the Program:
 - a. **the Promoter, as promoter of the Program, has received from its tax counsel an opinion on the principal federal income tax consequences of individuals participating in the Program, this tax counsel does not act for the Participant, and the Participant has not seen nor reviewed the said opinion, and specifically has not otherwise relied on the opinion nor its existence in deciding whether to participate in the Program;**

DECLARATION AND ACKNOWLEDGEMENT OF RISK

- b. no advance income tax ruling has been applied for in respect of any of the Program, and the Canada Revenue Agency (“CRA”) has not otherwise evaluated nor endorsed the tax benefits which the Participant expects to receive as a result of participating in the Program;
 - c. the CRA issued in August, 2007, a Taxpayer Alert entitled “Warning: Participating in tax shelter gifting arrangements is likely to result in a tax bill!” and again in November, 2008, a Taxpayer Alert entitled “Warning: Canada Revenue Agency has denied over \$2.4 billion in tax shelter gifting arrangements donations” regarding participating in tax shelter gifting arrangements, a copy of each of which can be obtained from the CRA or at the CRA’s website;
 - d. the CRA may assess or reassess participants in any donation program or registered tax shelter, including the Program, and the CRA may assess or reassess the Participant to deny some or all of the tax benefits which the Participant may expect to receive as a result of participating in the Program; and
 - e. the Promoter has established a defense fund for the purposes of funding legal expenses in relation to any denial by the CRA of all or any portion of the tax benefits claimed by the Participant in connection with Participant’s participation in the Program.
6. The Participant, by his or her signature below, acknowledges the aforementioned risks involved in participating in the program and is otherwise participating in the Program entirely at the risk of the Participant.

Dated this _____ day of _____, 2012.

Signature of Witness

Signature of **Participant**

Name of Witness (Please print)

Name of **Participant** (Please print)

