

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into as of October 13, 2016, by and among MIURA GOLF LP, a Delaware limited partnership ("**MGI**"), MIURA GOLF CANADA ULC an unlimited liability company organized under the laws of British Columbia, Canada ("**MGI Canada**", collectively with MGI, "**Buyers**", and individually, a "**Buyer**") and MIURA GOLF INC., a corporation organized under the laws of British Columbia, Canada ("**Seller**"). Each of the Buyers and Seller are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

**WHEREAS**, Seller is engaged in the business of designing and distributing golf clubs (the "**Company Business**");

**WHEREAS**, Buyers desire to purchase, acquire, and assume substantially all of the assets and certain of the liabilities of Seller, and Seller desires to sell, convey and transfer such assets and liabilities to Buyers;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

### ARTICLE 1

#### DEFINITIONS

**Section 1.1 Certain Defined Terms.** As used in this Agreement, the following terms, when capitalized, have the respective meanings set forth below:

"**Acquired Assets**" means all right, title, and interest in and to all of the assets of Seller (excluding the Excluded Assets), including, but not limited to, the assets described in Schedule 1.1(a) hereto.

"**Adverse Consequences**" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, Taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

"**Affiliate**" of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person and (b) any officer or director of such Person. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"**Ancillary Agreements**" means the Assignment and Assumption Agreement, the Bill of Sale, and the Trademark Assignment.

"**Assignment and Assumption Agreement**" means the assignment and assumption agreement, dated as of the Closing Date, by and between Seller and Buyers, in the form of **Exhibit A**.