



Mississauga Training Consultants

6117 Clover Ridge Crescent, Mississauga, Ontario,
Canada, L5N 7B2 - Tel: 905-785-8012

mrfiber@canada.com www.fiberoptictraining.com

Purchase Agreement

This sale agreement is between _____
(buyer) and William Graham (seller) of Mississauga Training
Consultants

Authored by: William Graham, Owner



Sale Agreement - Mississauga Training Consultants

The (buyer) _____ hereby agrees to purchase the business known as Mississauga Training Consultants from (seller) William Graham under certain terms and conditions to be agreed upon by both parties and described below:

Included in the purchased price are the following:

1. Title to operating name Mississauga Training Consultants and all associated courses (soft and hard copy), web addresses and internet domains as described in **Schedule "A"** attached.
2. Operating equipment and goodwill including all tangible property owned by Mississauga Training Consultants as described in **Schedule "B"** attached.
3. The seller agrees to support the new owner as stated in this document in order to make the transition of ownership as seamless as possible.

Additional Details:

Any debts or claims in connection with Mississauga training are to be cleared prior to sale by the seller. The (seller) William Graham confirms the business title of Mississauga Training Consultants is free and clear of any claims and or liens and that there are no outstanding liens, bills, payments or debts outstanding in regards to said business.

SUPPORT FOR NEW OWNER

FOA School:

The school will remain an FOA approved school within the Association for as long as the new owner/s wish and they meet the FOA requirements, which include.

Certification:

New Owner will be required to be a CFOT (**Certified Fiber Optic Technician**) and also to be a CFOI (**Certified Fiber Optic Instructor**) through the Fiber Optic Association. This is an FOA requirement. I will facilitate one new person meeting this criteria at no additional charge to the new owner.

BICSI:

The new owner will be able to maintain the BICSI affiliation and give CEC's as long as it remains agreeable with themselves and BICSI.

Classroom Support:

I will support the new owner as much as possible to ensure that the training continues with as small a lapse as possible.

I will be as available as the new owner wishes for at least the first two courses.

After that I will charge a fee for my time which will be agreed on at the time.

Company Support:

I will remain in the background to whatever extent the new owner requires for the first 6 months.

I will also agree to remain as a consultant to Mississauga Training Consultants for a small monthly fee for as long as the new owner wishes.

Class Registrations:

These will be forwarded to the new owner as quickly as possible.

NON-COMPETE AGREEMENT

It is agreed that William Graham or any employee of William Graham will not compete with the new owners. I further agree to support the new owners in all ways possible, at the expense of the new owner/s, to ensure the continued success of Mississauga Training Consultants.

Specialty Courses:

Notwithstanding the above statement, I am occasionally requested to do short custom courses on aspects of Fiber Optics, Safety, Grounding, Bonding and Lightning protection. These are not recognized courses belonging to Mississauga Training Consultants and I reserve the right to continue to honor these requests as long as they are not in competition with Mississauga Training.

Legal and/or Accounting Costs:

Buyer and Seller are responsible for respective expenses incidental to this agreement.

Transfer of ownership:

Transfer of ownership and full payment will take place on or about: _____, 2009 and will be completed as quickly as possible to minimize any business interruption.

Payment:

Payment for all items described in **schedules "A" and "B"** will be in the amount of: **\$160,000.00**, (One Hundred and Sixty Thousand) Canadian dollars, less deposit, by certified cheque **payable to William Graham** for the full amount of the sale.

Deposit:

A deposit of **\$20,000.00** will be paid by the buyer and held in trust by the seller until completion of sale

Final Payment:

Any balance owing will be paid at the time of completion of sale and transfer of materials.

Material Removal:

All materials will be available from the seller immediately. And removal of materials from sellers premises will be completed by the buyer within 10 business days.

Agreed to by :

Buyer

Seller

Date: _____

William Graham

Date: _____

Witness

Date: _____

Witness

Date: _____

SCHEDULE "A"

ASSETS TRANSFER DETAILS - Mississauga Training

Item	Potential Value	Marketing Areas	Full Ownership
<u>COMPANY NAME</u> MISSISSAUGA TRAINING CONSULTANTS			YES Will transfer to new owner within 7 days of completed sale
www.fiberoptictraining.com			YES Transfer of Web site ownership completed within 14 days of completed sale
TEXT - Fiber Optics In Communication			YES Masters in hard copy and digital copies
<u>Fiber Optics In Communication</u> Power Point Five-Day Program Including Instructor Manual, Exam, Answer Guide, Correction Sheet			YES
TEXT - Fiber to The Home			Yes Masters in hard copy and digital copies
<u>Fiber to The Home</u> Power Point Two-Day Program including Instructor Manual, Exam, Answer Guide, Correction Sheet			yes
TEXT - VDV Network Cabling System Inspection			Yes Masters in hard copy and digital copies
<u>VDV Network Cabling</u> Power Point Three-Day Program including Instructor Manual, Exam, Answer Guide, Correction Sheet			YES

SCHEDULE "B"

TRAINING MATERIALS

TOOLS:

12 Class Tool Kits which include the following tools:

Work Gloves	Scissors
Safety Eyewear	Vinyl Tape
400X Microscope	Knife
Lo-lint wipes	T-Stripper
Polishing Plate	Sapphire Scribe
Polishing Plate	.054 No-Nik Stripper
Fiber Scrap Container	Miller Stripper
D-Gel and Spill proof container	Needle Nose
Alcohol and spill proof container	Tape Measure
Marking Pen	Claus Stripper
Binding String Cutter	175 um No-Nik
Ruler	Jacket Stripper
Buffer Tube Cutter	Ruler
Jacket stripper	Doublet
Tweezers	

OTHER TOOLS:

6	Crimp Tools
1	Video Microscope C/W 12" Monitor
1	Siecor Tube Splitter
2	Northern Tel (Blue) tube splitters
1	Cable stripper
1	Micro Strip stripper
2	Pipe Cutters
1	Cable cutters
1	Sheath Cutter
1	3M Volition Assembly Tool
1	Sumitomo Cleaver
1	York Cleaver
1	Leviton Cleaver
1	Snap and break Cleaver
1	Fujikura CT-02 Cleaver
1	Siecor Camlite Splice tool c/w 11 Splices
2	Northern Tel/Siecor Fusion Splicers (1 working) with Splice trays
1	Fibrlok II Splice tool
1	24 port Epoxy Oven with Thermometer
2	3M 4 Port Oven with Holders for ST(12) SC(8)

TEST EQUIPMENT

- 1 Exfo Power Meter C/W ac adaptor
- 1 Exfo Light Source 850/1300nm
- 1 Exfo light Source Laser
- 1 Exfo Back reflection tester
- 1 OWL, MM Talk Set
- 1 OWL Power Meter
- 1 OWL 850nm Light source
- Assorted SM and MM Patchcords
- Assorted Couplers and Meter Adaptors
- 1 VFL - EXFO – 2.5 mm
- 1 VFL - FIS – Blue – 2.5 mm
- 1 VFL – 125
- 1 Anritsu OTDR (Old model but works 1310/1550 laser)

DEMONSTRATION MATERIALS

1 lockable wooden case containing the following:

- 2 4' panels (Horizontal)
- 2 4' panels (Vertical)
- 1 10' X 4' Table top Display
with 20 attachable panels

Table Coverings

of different lengths with a total length of about 40 feet.

Cable samples

of assorted cables including ADSS cable and fittings as well as a lockable **wooden case** for cable samples and display boards. This case serves as a lockable space for valuables left in class overnight.

Material & Tool Cases include:

- 3 large blue tubs,
- 1 small blue tub,
- 1 Large green tub
- 1 Small Grey case for Lights

Inside enclosures

include several (6) wall and rack mounted panels in Black Tub

Outdoors enclosures

include samples of Raychem (3) and PLP (2) , 1 starfighter, OSP enclosures in Blue Case

Work Lamps

12 clamp on work lamps are provided and include bulbs and an assortment of 2 wire cords to hook them up. Three power bars are also included.

White Board

Two white boards are included

Laptop

A laptop is included with all programs loaded as well as a DVD with all included programs backed up.

MARKETING MATERIAL

Training

Training Customer Lists:

At least four years of Course Invoices and Registrations provided on Disk for marketing purposes.

E-mail list

of FOA members and customers. About 30 pages and corrected for errors in September 2008

Customer List

(over 140) is on the web site.

Listed installers

(about 800) on the web include several hundred students with contact information.

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