

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("the Agreement") is made and entered into as of the 23rd day of November, 2022 by and between **Identify3D, Inc.**, a Kentucky Corporation ("Assignor"), **Materialise USA LLC** ("Assignee"), and the **Lexington-Fayette Urban County Government**, an urban county government created pursuant to KRS Chapter 67A ("LFUCG") (collectively "the Parties").

RECITALS

A. Lexington-Fayette Urban County Government and Identify3D, Inc. entered into that certain Incentive Agreement and related attachments, dated February 9, 2017 (collectively the "Incentive Agreement"), which agreement requires Assignor to create at least four (4) full time jobs with a mean hourly wage of at least \$48.08 and maintain said jobs for a period of ten (10) years or until the entirety of the loan proceeds have been repaid or forgiven (collectively the "Incentive Agreement").

B. In exchange for this consideration, the LFUCG agreed to provide the Assignor with a forgivable loan under LFUCG's Jobs Fund Program of up to one hundred thousand dollars and zero cents (\$100,000.00), with an interest rate of zero percent (0.00%). If the Assignor remains in compliance for a period of five consecutive years, the principal amount would be reduced and forgiven by ten thousand dollars (\$10,000.00) per year beginning with year 6 of the Agreement. At the end of the term of the Incentive Agreement, the entire remaining principal amount would be forgiven.

C. Assignor represents that it is not in default of, nor has it breached, the Incentive Agreement.

D. The Incentive Agreement requires the Assignor to preserve the existence of the entity and that dissolution or liquidation of the corporation would constitute an event of default.

E. Despite these requirements, LFUCG is agreeable to the Agreement being assigned to Assignee and that the Assignee shall assume all the Assignor's duties, obligations, and liabilities under the Agreement, as Assignee has indicated that it will maintain the required number of full-time jobs in Lexington after merger or reorganization with Assignor.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, covenants, and agreements contained in this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the aforesaid Incentive Agreement.

2. Assignment. Assignor hereby irrevocably assigns, grants, conveys, transfers, and conveys to Assignee all the Assignor's rights, title, interests, and obligations under the Incentive Agreement and its related attachments, including, but not limited to the Promissory Note (Exhibit C) (collectively the "Incentive Agreement"), which is attached hereto and incorporated herein by reference, between Assignor and the LFUCG. Assignor hereby certifies to Assignee that the Incentive Agreement constitutes the entire agreement between LFUCG and Assignor with the respect to the subject matter contained therein.

3. Assumption. The Assignee unconditionally accepts such assignment and assumes all of Assignor's duties, liabilities, and obligations under the Incentive Agreement, and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Incentive Agreement, including, but not limited to, repayment of the remaining loan balance and fulfillment of the job creation requirements contained in the Incentive Agreement.

4. Consent. LFUCG, by the signature of its authorized representative below, acknowledges its consent to the assignment of the Incentive Agreement by Assignor to Assignee and to the assumption of the Incentive Agreement by Assignee, as provided in Section 3.1 of the Incentive Agreement.

5. Amendments. The Incentive Agreement shall be amended to allow for the assignment of the Agreement from the Assignor to the Assignee, and the assumption of the Agreement by Assignee, only. Any further assignment or assumption shall require approval by the LFUCG and a separate Assignment and Assumption Agreement. All other terms of the Agreement shall remain in full force and effect.

6. LFUCG's Provision of Funds. The Parties understand that the full amount of the loan provided under the Incentive Agreement has been distributed by the LFUCG, and that no funds shall be paid to the Assignee by the LFUCG under this Agreement. Despite this, the Assignee agrees to comply with all obligations of the Assignor contained in the Incentive Agreement.

7. Assignor's Representations and Warranties. Assignor represents and warrants as follows:

a. It is duly organized, validly existing, and in good standing under the laws of Kentucky.

b. It is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required.

c. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

d. It has taken all necessary corporate action to authorize the execution of this Agreement by its representative whose signature is set out at the end hereof.

e. When executed and delivered by it, this Agreement will constitute the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with its terms and not subject to defenses.

f. It is the sole legal and beneficial owner of the all the rights under the Incentive Agreement.

g. The Incentive Agreement has not been amended or modified as of the date of this Agreement's execution.

8. Assignee's Representations and Warranties. Assuming Party represents and warrants as follows:

a. It is duly organized, validly existing, and in good standing under the laws of Michigan.

b. It is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required.

c. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

d. It has taken all necessary corporate action to authorize the execution of this Agreement by its representative whose signature is set out at the end hereof.

e. When executed and delivered by it, this Agreement will constitute the legal, valid, and binding obligation of Assignee, enforceable against it in accordance with its terms.

9. Effect of this Agreement on Assignor. The Parties agree that nothing contained herein shall relieve the Assignor from liability arising out of or relating to its actions under the Incentive Agreement prior to its assignment. The Parties further agree that the Assignor shall remain liable to the LFUCG if the Assignee fails to perform the obligations and responsibilities as required in this Assignment and Assumption Agreement and the Incentive Agreement.

10. Entire Agreement. This Agreement, and the Incentive Agreement it modifies, embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior oral or written agreements and understandings relating to the subject matter hereof.

11. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

12. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of law principles thereof.

13. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement as of the day, month and year first above written.

IDENTIFY3D, INC. (Assignor)

Signature: [Handwritten Signature]

Printed Name: Bryan L Crutchfield

Position: CEO & President

Date: 11/23/22

STATE OF KENTUCKY)

)

COUNTY OF FAYETTE)

The foregoing Assignment and Assumption Agreement was subscribed, sworn to, and acknowledged before me by Bryan L. Crutchfield, as CEO & President of Identify3D, Inc., for and on behalf of Identify3D, Inc., on this 23 day of November, 2022.

My commission expires: 3/14/2028

[Handwritten Signature]
NOTARY PUBLIC
State-at-Large, Kentucky

MICHIGAN



MATERIALISE USA LLC (Assignee)

Signature: [Handwritten Signature]

Printed Name: Bryan L. Crutchfield

Position: VP & GM - NA

Date: 11/23/22

STATE OF KENTUCKY)

)

COUNTY OF FAYETTE)

The foregoing Assignment and Assumption Agreement was subscribed, sworn to, and acknowledged before me by Bryan L. Crutchfield, as VP & GM - NA of Materialise USA LLC, for and on behalf of Materialise USA LLC, on this 23 day of November, 2022.

My commission expires: 3/14/2028

[Handwritten Signature]
NOTARY PUBLIC
State-at-Large, Kentucky
MICHIGAN



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Signature: _____

Printed Name: _____

Position: _____

Date: _____

STATE OF KENTUCKY)

)

COUNTY OF FAYETTE)

The foregoing Assignment and Assumption Agreement was subscribed, sworn to, and acknowledged before me by Linda Gorton as Mayor of the Lexington-Fayette Urban County Government for and on behalf of the Government on this ____ day of _____, 2022.

My commission expires: _____

NOTARY PUBLIC
State-at-Large, Kentucky