

# **EXHIBIT B**

## FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of December 22, 2015, between among BOOMERANG SYSTEMS, INC., a Delaware corporation ("Holdings"), BOOMERANG SUB, INC., Delaware corporation ("Boom Sub"), BOOMERANG USA CORP., a Delaware corporation ("Boom USA"), BOOMERANG MP HOLDINGS, INC., a New Jersey corporation ("Boom MP"; together with Holdings, Boom Sub and Boom USA, the "Borrowers" and individually, a "Borrower"), each as a debtor-in-possession, and GAME OVER TECHNOLOGY INVESTORS LLC, as lender ("Lender"). Capitalized terms used but not defined in this Amendment have the meanings given to them in the Credit Agreement (defined below).

### Background

A. Borrowers and Lender have previously entered into a Debtor-in-Possession Credit Agreement dated December 22, 2015 (as amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), for the purpose of making available to Borrower a term loan credit facility in order to fund Borrowers' reorganization under Chapter 11 of Title 11 of the Bankruptcy Code ("Chapter 11") in the United States Bankruptcy Court for the District of Delaware.

B. Since the entry of the Final DIP Order by the Bankruptcy Court, Borrowers have revised their strategy from reorganization to liquidation under Chapter 11.

C. In light of Borrowers' revised strategy, Borrowers and Lender desire to modify certain terms and conditions of the Credit Agreement, including, among other things, to provide for (a) a reduction in the overall Commitment under the Credit Agreement from \$3 million to \$1.75 million plus the amount of Lender's professional fees, and (b) revisions to the conditions that must be satisfied by Borrowers before making a Borrowing Request.

D. Lender has requested that Borrowers grant certain releases as set forth herein, and, subject to the conditions set forth herein, Borrowers are willing to grant such releases.

E. The terms and conditions of this Amendment were approved by order of the Bankruptcy Court dated as of December 21, 2015.

### Agreements

In consideration of the mutual covenants of Borrowers and Lender set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, Borrowers and Lender agree as follows:

1. Commitment.

- a. Section 2.1 of the Credit Agreement shall be amended in its entirety to read as follows:

**Commitment.** Subject to the terms and conditions of this Agreement, the Borrowers shall be entitled to request additional Loans (each a "Draw") up to an aggregate amount of \$750,000, with \$250,000 to be funded upon execution of this Amendment after approval by the Court and the remaining \$500,000 to be funded into to an Escrow Account (defined in Section 2.4 below) to be disbursed upon confirmation of the Liquidating Plan (as defined in Section hereof), as set forth in the Budget attached hereto as Exhibit A. Amounts under this Section 2.1 repaid or prepaid may not be reborrowed.

- b. Section 2.3.1(c) of the Credit Agreement shall be amended in its entirety to read as follows:

Each Borrowing Request shall be for a maximum amount as set forth in the Budget.

- c. Section 2.3.1(b) and 2.3.1(d) of the Credit Agreement shall be deleted in their entirety.
- d. Section 2.4 of the Credit Agreement shall be amended in its entirety to read as follows:

2.4 Initial Funding and Escrow. On the date hereof, the Lenders shall fund the Initial Draw as contemplated by Section 2.3.2 of the Credit Agreement. The remainder of the Commitment (\$500,000) shall be funded into an escrow account established at a mutually agreed upon financial institution pursuant to the escrow agreement attached hereto as Exhibit B (the "Escrow Account").

2. Releases. The following new Section 2.3.3 of the Credit Agreement shall be added:

2.3.3 Releases. The obligation of the Lender to fund (i) the initial Draw shall be conditioned upon provision by the Borrowers, and confirmation by the Bankruptcy Court, of a release substantially in the form of the release provided for in Section 15 of the Final DIP Order; and (ii) the final Draw shall be conditioned upon provision by the Borrowers in (A) the order confirming the liquidating plan of the Borrower or (B) the order authorizing a sale of the Borrower's assets pursuant to Section 363 of the Bankruptcy Code, a full, complete and broad form release of Lender (in a form satisfactory to the Lender), its member, manager (and its manager's member), attorneys and professionals, and each of the DIP Participants from any and all claims, demands liabilities, causes of action relating to any aspect of the released parties' relationship as DIP Lender or DIP Participant, or otherwise, with the Borrower.

3. Funding Conditions.

- a. The first sentence of Section 5.1 of the Credit Agreement shall be revised to read as follows:

The obligation of the Lender to fund the initial Draw shall be conditioned on satisfaction of the following conditions precedent in a manner satisfactory to the Lender (the "Funding Conditions"):

- b. The following sections of Article 5 of the Credit Agreement shall be deleted in their entirety: Sections 5.1.3, 5.1.4, 5.1.6, 5.1.7 and 5.1.8, 5.2.1, and 5.2.2.
- c. Section 5.2.3 and 5.2.4 shall be deleted in their entirety and replaced by the following:

5.2.2 Approval of Disclosure Statement. Within 50 days after entry of the First Amended DIP Order, the Company shall have received an order of the Court approving a disclosure statement in connection with the Plan contemplated hereunder.

5.2.3 Confirmation of Plan. Within 100 days after the entry of the First Amended DIP Order, the Company shall have received an Order confirming the Plan.

- d. The following new sections shall be added to the end of Section 5.1 of the Credit Agreement:

5.1.14 Investment by Senior Management. Certain officers and directors of the Borrowers, including Mark Patterson and James Gelly shall, prior to the date hereof, have individually invested an aggregate of \$200,000 as Participants under the Loan Participation Agreement dated as of August 17, 2015. \$66,667.00 of such amount shall be funded to the Borrowers as part of the initial Draw, with the remainder funded into the Escrow contemplated by Section 1.d above.

5.1.15 Plan Support Agreement. Within 50 days after entry of the First Amended DIP Order, unless waived by the Creditors Committee, Borrowers and Lender shall enter into a plan support agreement with the Creditors Committee providing for carve outs only for Free and Clear Assets, and requiring that Lender use its reasonable best efforts to cause the assignment by Participants of their senior secured claims under the Existing Credit Agreement to the Creditors Committee.

4. Representations and Warranties. Sections 6.5, 6.6, 6.14, and 6.25 of the Credit Agreement shall be deleted in their entirety.

5. Affirmative Covenants.

- a. Sections 7.1.1(b), 7.1.1(c), 7.1.1(d), 7.1.1(h) and 7.1.12 of the Credit Agreement shall be deleted in their entirety.

- b. The following new sections shall be added to the end of Section 7.1 of the Credit Agreement:

7.1.13 Budget. Monthly, the Borrowers shall submit to Lender an updated Budget showing disbursements and other relevant changes in form and substance reasonably satisfactory to Lender.

7.1.14 Reporting. Monthly, the Borrowers shall submit to Lender an accounting of its financial position as of the three-month period preceding any Borrowing Request Date, specifically addressing any departures from the Budget.

7.1.15 Key Employees. The Borrowers shall retain a sufficient number of qualified and knowledgeable officers, directors and employees to enable the Borrowers in the reasonable judgment of Gavin Solomonese, to continue to preserve the value of the Collateral, to perform their obligations with respect to proposed Section 363 sale, and to maintain sufficient know-how with respect to the Borrowers' intellectual property to avoid a loss in value of such intellectual property. The Borrowers' failure to retain during the pendency of the sale process and these Bankruptcy Cases a sufficient number of officers, directors and employees shall not be an event of default hereunder if Gavin Solomonese determines, after inquiry by the Lender, that such failure to retain such persons does not impair the sale process established and maintained by Gavin Solomonese in these Bankruptcy Cases.

7.1.16 Section 363 Sale. No later than January 31, 2016, the Borrowers shall file a Motion seeking the Bankruptcy Court's approval of bid procedures to govern the sale of substantially all of its intellectual property assets, its physical assets, and any and all litigation and other claims with respect to Borrowers' intellectual property or its current or past relationships with customers or suppliers, provided that such assets shall not include any Free and Clear Assets. In this regard, Borrowers shall retain Gavin Solomonese to assist in the marketing and sales efforts with respect to the Section 363 Sale in an effort to maximize value to the Estate.

6. Negative Covenants. Section 7.2.5 of the Credit Agreement shall be deleted in its entirety.

7. Lender Fees. The following sentence shall be added to the end of Section 3.3.3 of the Credit Agreement:

Lender shall be expressly entitled to pay the reasonable fees and expenses of its professionals (attorneys, consultants, etc.) incurred in connection with the Chapter 11 Cases by recording any such payment as an additional Draw (in excess of the \$750,000 set forth above), regardless of whether the Funding Conditions or the Performance Milestones have been met, and without respect to the maximum

amount of the Commitment, it being understood that such reasonable fees and expenses shall not exceed \$500,000, which was the amount set forth in the original DIP budget.

8. Events of Default. A new Section 9.1.18 shall be added to the end of Section 9.1 of the Credit Agreement:

9.1.18 Litigation. Any litigation or proceeding is (i) threatened in a written communication delivered to the DIP Agent, the DIP Lender or any DIP Participant (or their agents) by or on behalf of the Borrowers, or (ii) commenced directly or indirectly by or on behalf of, or relating to, Borrowers (or any of them) or any of their affiliates against any of the DIP Agent, the DIP Lender, the DIP Participants, or any of their respective current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, accountants, or predecessors in interests, or (iii) commenced against the Borrowers and the DIP Agent, the DIP Lender or the DIP Participants by any third party and such litigation is not stayed or dismissed within twenty days of such suit being initiated.

9. Credit Bid. Lender shall be expressly entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all, but not less than all, the Obligations (including any amounts paid by Lender directly to its professionals (attorneys, consultants, etc.) as a credit on account of the purchase price for any Collateral payable by Lender at such sale, whether sold in one of more lots. In the event the Lender shall make a Credit Bid, it is understood that Mark Patterson and James Gelly shall recuse themselves and be excluded from communication with the Lender and its advisors except as established by Gavin Solomonese.

10. Access to Information/Due Diligence. Lender shall be afforded the same opportunity to engage in due diligence activities, including assessment of customer relationships, technology partnerships and employment relationships, and to engage in discussions with customers, potential technology partners, and employees or prospective employees, as other interested parties are provided pursuant to the process established by Gavin Solomonese and the bid procedures filed with the Bankruptcy Court. Borrowers shall use their best efforts to cooperate with Gavin Solomonese and Lender's and any other interested parties' due diligence activities and assist such parties where necessary by providing timely access to all information, documentation and personnel reasonably requested by Lenders or such other interested parties in order to conduct the same.

11. Conditions to Effectiveness of This Amendment. This Amendment will become effective upon:

- (a) approval by the Bankruptcy Court; and
- (b) execution and delivery of any document reasonably necessary to give effect to the modifications to the Credit Agreement contemplated by this Amendment.

12. Reaffirmation of Representations and Warranties; Additional Representations and Warranties. Borrowers, to induce Lender to enter into this Amendment, hereby reaffirm, as of the date hereof (except to the extent such representations and warranties speak as to a certain date), that their representations and warranties contained in the Credit Agreement and in all other documents executed pursuant thereto are true and correct in all material respects, and additionally represent and warrant as follows:

(a) The execution and delivery of this Amendment and the performance by Borrowers of their obligations under this Amendment are within the power of Borrowers, have been duly authorized by all necessary company action, have received all necessary governmental approvals (if any shall be required), and do not and will not contravene or conflict with (i) any provision of law applicable to Borrowers, or (ii) any of the Organizational Documents of Borrowers.

(b) This Amendment represents the legal, valid and binding obligations of Borrowers enforceable against it in accordance with its terms except as enforceability may be limited by applicable insolvency laws and by general equitable principles.

(c) The representations and warranties in each Loan Document to which Borrowers are party are true and correct in all material respects on and as of the date hereof (except in the case of representations and warranties which are made solely as of an earlier date or time, which representations and warranties were true and correct in all material aspects as of such earlier date or time).

(d) No Event of Default or Default has occurred and is continuing.

(e) The representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment. No investigation by Lender is required for Lender to rely on the representations and warranties in this Amendment.

13. Ratification of Liens and Security Interests. Borrowers hereby acknowledge and ratify the existence and priority of the Liens granted by Borrowers, as applicable, in favor of Lender in and to Borrowers' Property and represent, warrant and covenant that such liens and security interests are valid, existing and in full force and effect.

14. Miscellaneous. The Credit Agreement, as amended hereby, supersedes all prior agreements (written or oral) between Borrowers and Lender with regard to the subject matters hereof. This Amendment is a Loan Document. Except as affected by this Amendment, the Loan Documents are unchanged and continue in full force and effect. However, in the event of any inconsistency between the terms of the Credit Agreement as amended by this Amendment and any other Loan Document, the terms of the Credit Agreement will control and the other document will be deemed to be amended to conform to the terms of the Credit Agreement. Notwithstanding the foregoing, to the extent any provision of the Credit Agreement as amended is inconsistent with the Final DIP Order, as amended, the Final DIP Order, as amended, shall control. All references to the Credit Agreement will refer to the Credit Agreement as amended by this Amendment and any other amendments properly executed among the parties. Borrowers agree that all Loan Documents to which it is a party (whether as an original signatory or by

assumption of the Obligations) remain in full force and effect and continue to evidence its legal, valid and binding obligations enforceable in accordance with their terms (as the same are affected by this Amendment or are amended in connection with this Amendment). No course of dealing between Borrowers and Lender or any other Person will be deemed to have altered or amended the Credit Agreement or affected either Borrowers' or Lender's right to enforce the Credit Agreement as written. This Amendment will be binding upon and inure to the benefit of each of the undersigned and their respective successors and permitted assigns.

15. Form. Each agreement, document, instrument or other writing to be furnished to Lender under any provision of this instrument must be in form and substance satisfactory to Lender and its counsel.

16. Headings. The headings and captions used in this Amendment are for convenience only and will not be deemed to limit, amplify or modify the terms of this Amendment, the Credit Agreement, or the other Loan Documents.

17. Multiple Counterparts. This Amendment may be executed in more than one counterpart, each of which shall be deemed an original, and all of which constitute, collectively, one instrument; but, in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart. It shall not be necessary for Borrowers or Lender to execute the same counterpart hereof so long as Borrowers and Lender each execute a counterpart hereof. For purposes of this Amendment, an electronic copy of any party's signature to this Amendment shall be deemed an original signature.

18. Governing Law. This Amendment and all transactions provided for in this Amendment will be governed by, interpreted and construed under and enforced pursuant to the laws of the State of New York, without regard to its conflicts of law provisions.

19. FINAL AGREEMENT. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED BY OR ENTERED INTO IN CONNECTION WITH THIS AMENDMENT, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

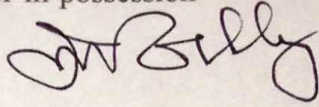
[THE NEXT PAGES ARE THE SIGNATURE PAGES]



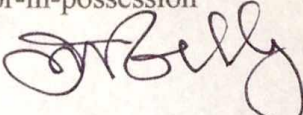
IN WITNESS WHEREOF, the parties have executed this Amendment on the date first set forth above.

**BORROWERS:**

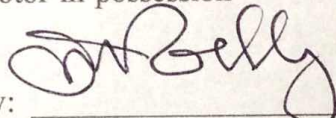
**BOOMERANG SYSTEMS, INC.,** as a debtor and debtor-in-possession

By:   
Name: JAMES GELLY  
Title: CEO

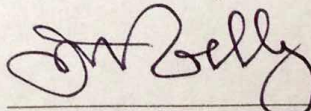
**BOOMERANG SUB, INC.,** as a debtor and debtor-in-possession

By:   
Name: JAMES GELLY  
Title: \_\_\_\_\_

**BOOMERANG USA CORP.,** as a debtor and debtor-in-possession

By:   
Name: JAMES GELLY  
Title: \_\_\_\_\_

**BOOMERANG MP HOLDINGS, INC.,** as a debtor and debtor-in-possession

By:   
Name: JAMES GELLY  
Title: \_\_\_\_\_

**LENDER:**

**GAME OVER TECHNOLOGY INVESTORS  
LLC, as the Lender**

By: GOTI Manager LLC

By: 

Name: James R. Mulvihill

Title: Manager

**Exhibit A**

**Budget**

	Week 1 20-Nov BUDGET ACTUAL	Week 2 27-Nov BUDGET ACTUAL	Week 3 4-Dec BUDGET ACTUAL	Week 4 11-Dec BUDGET	Week 5 18-Dec BUDGET	Week 6 25-Dec BUDGET	Week 7 1-Jan BUDGET	Week 8 8-Jan BUDGET	Week 9 15-Jan BUDGET	Week 10 22-Jan BUDGET	Week 11 29-Jan BUDGET	Week 12 5-Feb BUDGET	Week 13 12-Feb BUDGET	Week 14 19-Feb BUDGET	Week 15 26-Feb BUDGET
Boomerang Systems, Inc. Plan of Liquidation - Budget December 4, 2015	233,995 233,995	218,523 218,523	118,457 118,457	101,147 101,147	20,647 20,647	3,147 3,147	95,574 95,574	91,074 91,074	78,759 78,759	78,759 78,759	66,443 66,443	62,443 62,443	49,628 49,628	49,628 49,628	36,012 36,012
BEGINNING CASH BALANCE						250,000									500,000
CASH INFLOWS															750,000
CASH OUTFLOWS															
Operating Costs:															
Payroll		(76,000)		(60,000)		(6,346)		(6,346)	(6,346)	(4,019)		(6,346)			(212,000)
Rod Kirby						(4,019)		(4,019)				(4,019)			(31,731)
Ryan Campbell							(3,000)				(3,000)				(20,096)
Healthcare - remaining EE's															(6,000)
Steve Marble per diem		(1,308)	(1,308)	(2,500)		(2,000)									(7,116)
Rob Corbitt						(4,231)									(4,231)
Natalie Howell						(1,777)									(1,777)
Health Insurance - December		(22,628)	(22,628)			(5,000)	(500)					(500)			(45,256)
Life/Dental - December															(5,328)
Expense Reports / Rent	(15,472)		(2,164)	(2,000)	(15,000)	(5,000)					(1,000)				(49,144)
Utah Storage			(6,600)	(2,000)	(15,000)		(1,000)								(2,000)
Shipping (corporate records)															(3,500)
Patents															
Property Insurance			(7,696)	(2,000)	(15,000)	(20,000)									
Technology Platforms / Misc															
Total Operating Costs	(15,472)	(100,066)	(17,310)	(80,500)	(17,500)	(43,373)	(4,500)	(10,365)	(10,365)	(10,365)	(4,000)	(10,865)	(10,365)		(392,139)
Bankruptcy Fees:															
Togut						(7,500)									(42,500)
Sullivan & Worcester						(21,000)									(119,000)
Garden City Group						(6,750)									(38,250)
Berg & Androphy						(30,000)									(170,000)
Committee						(12,000)									(68,000)
Curtis Mallet						(7,500)									(42,500)
Clardi						(7,500)									(42,500)
Gavin Solmonese						(20,000)									(50,000)
US Trustee						(1,950)									(5,000)
Total Bankruptcy Fees						(114,200)									(11,050)
TOTAL CASH OUTFLOWS	(15,472)	(100,066)	(17,310)	(80,500)	(17,500)	(157,573)	(4,500)	(12,315)	(12,315)	(12,315)	(4,000)	(12,815)	(13,615)	(13,615)	(527,750)
SEED MONEY FOR TRUST	0	0													(7,500)
ENDING CASH BALANCE	218,523	118,457	101,147	20,647	3,147	95,574	91,074	78,759	78,759	66,443	62,443	49,628	49,628	36,012	762

**Exhibit B**

**Escrow Agreement**

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT ("Agreement") is made and entered into to be effective as of the 22<sup>nd</sup> day of December, 2015 ("Effective Date"), by and among **Boomerang** (as defined below, Borrower), **Sullivan Hazeltine Allinson LLC** ("Escrow Agent") and **Game Over Technology Investors LLC**, a Delaware limited liability company ("Lender").

WHEREAS, Boomerang Systems, Inc., a Delaware corporation, Boomerang Sub, Inc., a Delaware Corporation, Boomerang USA Corp. a Delaware corporation, and Boomerang MP Holdings, Inc., a New Jersey corporation (collectively, "Boomerang" or "Borrower") and Lender are parties to that certain Debtor-in-Possession Credit Agreement dated as of December 21, 2015, as amended by that certain First Amendment to Credit Agreement dated as of December 21, 2015 (together, the "Credit Agreement"), as approved by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in connection with the reorganization of Boomerang and its subsidiaries under Chapter 11 Title 11 of the Bankruptcy Code (the "Bankruptcy Cases");

WHEREAS, pursuant to the Order (I) Approving First Amendment to Debtor-in-Possession Loan Agreement and (II) Amending Order Authorizing Debtors to Obtain Post-Petition Financing (the "Order") entered by the Bankruptcy Court on December 21, 2015, Lender agrees to deposit FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) ("Escrowed Funds") in an escrow with the Escrow Agent;

WHEREAS, Lender and Boomerang have asked the Escrow Agent, *who participates in this case as Delaware counsel to the Lender*, to also serve as the escrow agent with respect to the holding and disbursement of the Escrowed Funds in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of [**Ten and No/100 Dollars (\$10.00)**], the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. Deposit of Escrowed Funds. Concurrently with the execution of this Agreement, Lender is depositing the Escrowed Funds with Escrow Agent to be held and disbursed in accordance with the terms and provisions of this Agreement. The Escrowed Funds shall be deposited in the following non-interest bearing account:

Bank: Wilmington Savings Fund Society, FSB  
Acct Name: Delaware Bar Foundation for IOLTA Rule 1.15A Attorney Escrow Account  
Acct#: 0209887249

2. Escrow Agent. Lender hereby appoints and designates Escrow Agent as holder of the Escrowed Funds for the purposes set forth herein. Escrow Agent hereby accepts such appointment subject to the terms of this Agreement and acknowledges that it shall hold the Escrowed Funds subject to and in strict accordance with the terms of this Agreement.

3. Disbursements of Escrowed Funds.

(a) Escrow Agent shall release and deliver the Escrowed Funds to Boomerang, or to such other estate representative that may be designated in any order entered as contemplated by subsections (i) or (ii) of this Section 3(a), upon receipt by the Escrow Agent of either (i) a final order of the Bankruptcy Court confirming Boomerang's plan of liquidation, or (ii) a final order of the Bankruptcy Court confirming a sale of substantially all of Boomerang's assets pursuant to Section 363 of the Bankruptcy Code. Such funds shall be released by the Escrow Agent within two business days after receipt of the confirmation or sale orders referenced in this Section 3(a). Notwithstanding the foregoing, the Escrowed Funds may also be released to the Lender by Order of the Bankruptcy Court upon the occurrence of a material default under the Credit Agreement upon application by the Lender to the Court after notice to Boomerang and the Creditors Committee. ***Boomerang and the Creditor's Committee acknowledge that such a motion may be filed by Sullivan Hazeltine Allinson LLC in its capacity as Delaware counsel to the Lender.***

(b) Following disbursement or transfer by Escrow Agent of the Escrowed Funds in compliance with the terms and provisions of this Agreement, Escrow Agent shall have no further liability to Lender or Boomerang with respect to the Escrowed Funds so disbursed or transferred.

4. Interpleading. In the event of any conflicting instruction or disagreement between them as to the application of the Escrowed Funds, Escrow Agent shall interplead all of the Escrowed Funds into the Bankruptcy Court.

5. Escrowed Funds Held. The Escrow Amount shall be held by Escrow Agent as a trust fund and shall not be subject to lien or attachment by any creditor of any party hereto and shall be used solely for the purpose and subject to the terms and conditions set forth in this Agreement.

6. Expenses of Escrow Agent. Escrow Agent hereby agrees to perform its services as escrow holder without charge other than reimbursement of reasonable attorneys' fees, out-of-pocket expenses and other costs as may be incurred by Escrow Agent in connection with the administration of this Agreement, but not in connection with matters related to Escrow Agent's breach of this Agreement or its gross negligence or willful misconduct ("Expenses"). Such Expenses shall be deducted from the Escrowed Funds prior to final disbursement.

7. Indemnification of Escrow Agent. Lender hereby agrees that it shall indemnify and hold Escrow Agent harmless from any and all losses, costs, damages or expenses it may have caused (including reasonable attorneys' fees) Escrow Agent to sustain by reason of its services as Escrow Agent hereunder except by reason of such acts or omissions for which the Escrow Agent is responsible under the next sentence following. Escrow Agent shall not be liable for any action taken or not taken by it under the terms hereof in the absence of an express breach of its obligations hereunder or gross negligence or willful misconduct on its part; in particular, Escrow Agent will not be liable for any negligent action taken on its part.

8. Notices. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered when actually received by telecopy or personal delivery or, if earlier and regardless whether actually received or not, (i) upon deposit with a nationally recognized overnight courier, for next business day delivery, charges prepaid, or (ii) upon three (3) business days following deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, in either such event to be addressed to the addressee as follows:

If to Lender:

Game Over Technology Investors LLC  
518 17<sup>th</sup> Street, Suite 1700  
Denver, Colorado 80202  
Attention: James Mulvihill  
Phone: 303-869-4600

with a copy to:

Davis Graham & Stubbs LLP  
1550 17<sup>th</sup> Street, Suite 500  
Denver, Colorado 80205  
Attention: Ronald R. Levine, II  
Phone: 303-892-7514  
Fax: (303) 893-1379

If to Escrow Agent:

Sullivan Hazeltine Allinson LLC  
901 North Market Street, Suite 1300  
Wilmington, Delaware 19801  
Attention: William D. Sullivan  
Phone: (302) 428-8191  
Fax: (302) 428-8195



If to Boomerang:

Sullivan & Worcester LLP  
1633 Broadway  
New York, NY 10019  
Attention: Jeffrey R. Gleit  
Phone: (212) - 660-3043  
Fax: (212) - 550-3001

If to the Creditors' Committee:

Anthony M. Saccullo  
A.M. Saccullo Legal, LLC  
27 Crimson King Drive  
Bear, Delaware 19701  
Phone: (302) - 836-8877  
Fax: (302) - 836-8787

Any party delivering a notice required or permitted hereunder shall simultaneously deliver copies of such notice to all parties listed above.

9. Governing Law. This Agreement shall be governed by and interpreted with the laws of the State of Delaware.

10. Amendment. This Agreement is irrevocable and may be amended only by a written agreement executed by all the parties hereto.

11. Assignment. This Agreement shall not be assigned by Lender or Escrow Agent.

12. Interpretation. Escrow Agent will have no responsibility to interpret the Order other than applicable provisions and defined terms in the Order referenced herein, and may otherwise rely solely on the provisions contained in this Agreement. All capitalized terms in this Agreement that have not been defined herein shall have the same definition ascribed thereto in the Order.

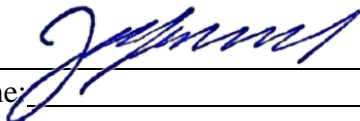
13. Binding Effect. This Agreement represents the final agreement with the Escrow Agent and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective as of Effective Date.

**LENDER:**

Game Over Technology Investors LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ESCROW AGENT:**

Sullivan Hazeltine Allinson LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BORROWERS:**

**BOOMERANG SYSTEMS, INC.**, as a debtor and  
debtor-in-possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOOMERANG SUB, INC.**, as a debtor and  
debtor-in-possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective as of Effective Date.


**LENDER:**

Game Over Technology Investors, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ESCROW AGENT:**

Sullivan Hazeltine Allinson LLC

By:   
Name: William D. Sullivan  
Title: Managing Member  
Date: 12/22/15

**BORROWERS:**

**BOOMERANG SYSTEMS, INC.**, as a debtor and  
debtor-in-possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOOMERANG SUB, INC.**, as a debtor and  
debtor-in-possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective as of Effective Date.

**LENDER:**

Game Over Technology Investors, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

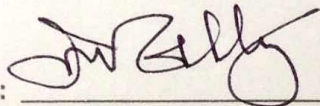
**ESCROW AGENT:**

Sullivan Hazeltine Allinson LLC

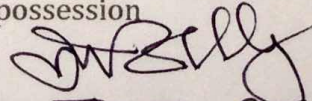
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BORROWERS:**

**BOOMERANG SYSTEMS, INC.**, as a debtor and  
debtor-in-possession

By:  \_\_\_\_\_  
Name: JAMES GELLERT  
Title: CEO  
Date: DEC. 22, 2015

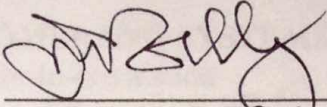
**BOOMERANG SUB, INC.**, as a debtor and debtor-  
in-possession

By:  \_\_\_\_\_  
Name: JAMES GELLERT  
Title: \_\_\_\_\_

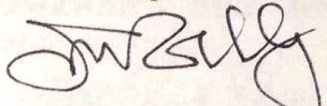


Date: Dec. 22, 2015

**BOOMERANG USA CORP.**, as a debtor and  
debtor-in-possession

By:   
Name: JAMES GELLY  
Title: \_\_\_\_\_  
Date: Dec 22, 2015

**BOOMERANG MP HOLDINGS, INC.**, as a debtor  
and debtor-in-possession

By:   
Name: JAMES GELLY  
Title: \_\_\_\_\_  
Date: Dec 22 2015