

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Probility Media Corp

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): January 18, 2018

PROBILITY MEDIA CORPORATION

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55074

(Commission File Number)

33-1221758

(I.R.S. Employer
Identification No.)

1517 San Jacinto Street, Houston, Texas

(Address of principal executive offices)

77002

(Zip Code)

Registrant's telephone number, including area code: (713) 856-7022

(Former name if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicated by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

CURRENT REPORT ON FORM 8-K

ProBility Media Corporation

January 18, 2018

- Item 1.01. Entry into a Material Definitive Agreement.**
- Item 2.01. Completion of Acquisition or Disposition of Assets.**
- Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**
- Item 3.02. Unregistered Sales of Equity Securities.**

Acquisition of North American Crane Bureau Group, Inc.

On January 30, 2018, ProBility Media Corporation ("ProBility Media") completed the purchase of all of the outstanding shares of common stock of North American Crane Bureau Group, Inc., a provider of crane operator training, certification and inspection ("NACB Group"), pursuant to the terms of a Stock Purchase Agreement, dated as of January 18, 2018 (effective as of November 1, 2017), by and among ProBility Media, NACB Group and the stockholders of NACB Group (the "NACB Stock Purchase Agreement").

The aggregate consideration at closing for the acquisition of NACB Group consisted of (a) a cash payment of \$500,000 and (b) the issuance of a promissory note in the principal amount of \$250,000, payable in two equal installments of \$125,000 on the first and second anniversaries of the closing date. The note bears interest at the rate of 1.68% per year, is not convertible into ProBility Media shares and is secured by a pledge of the NACB shares acquired by ProBility Media in the transaction. Payments under the note may be withheld to satisfy indemnifiable claims made by ProBility Media with respect to any misrepresentations or breaches of warranty under the NACB Stock Purchase Agreement by NACB Group or the stockholders of NACB Group within two years after the closing of the acquisition. As part of the acquisition, ProBility Media also assumed NACB Group's loan from BankUnited, N.A. in the approximate amount of \$120,000 and note to a former stockholder of NACB Group in the approximate amount of \$110,000.

At the closing of the acquisition, ProBility Media entered into a three-year Consulting Agreement with Ted L. Blanton Sr., the former principal owner and Chief Executive Officer of NACB Group. Mr. Blanton will continue to be the President of the NACB Group subsidiary of ProBility Media. Under the terms of the Consulting Agreement, ProBility agreed to pay Mr. Blanton a consulting fee of \$100,000 per year and issue to him shares of ProBility common stock valued at \$750,000 (using the common stock price of \$0.50 per share), payable in three equal installments of 500,000 shares on each of the closing date, 18 months after the closing date and 36 months after the closing date. The shares of ProBility Media issued to Mr. Blanton are subject to a lock-up agreement pursuant to which he may not sell or otherwise transfer the shares for one year following the respective share issuance date and is limited during the second year to a monthly sale amount equal to 10% of the daily volume from the prior month. The Consulting Agreement also contains covenants restricting Mr. Blanton from engaging in any activities competitive with ProBility Media or NACB Group during the term of such agreement, and prohibiting him from disclosure of confidential information regarding either company at any time.

Based in Lake Mary, Florida, NACB Group's mission is to provide the most comprehensive safety training courses, materials and certifications for operators, inspectors and trainers within the crane and lifting industries both in the United States and around the world. NACB Group is a partner with the National Center for Construction Education & Research (NCCER) in the development of its original mobile crane operations curricula and most recently in the development of its nationally accredited crane operator certification program. NACB Group is an accredited training sponsor (ATS) and an accredited assessment center (AAC), offering a variety of programs and assessments under the auspices and guidance of NCCER, and the entire technical staff are NCCER master trainers.

NACB offers a multitude of training services and coursework for heavy equipment operators and offers sophisticated simulation technology for mobile, overhead bridge and tower crane training. NACB Interactive Educational Systems, Inc. (NACB-IES) has designed "The Dominator" series of crane training simulators. In a safe, controlled virtual environment, operators can develop, test and refresh their abilities on a variety tasks and skills necessary to safely operate a crane in today's work environment. NACB Group's Mobile Crane Telescopic Boom Simulator, Overhead Bridge Crane Simulator, Hammerhead Tower Crane Simulator, Personal Desktop Simulators and the Mobile Crane Lattice Boom Simulator are the latest technology in simulation training for NACB-IES.

The purchase price was determined as a result of arm's-length negotiations between the parties. The foregoing description of the acquisition does not purport to be complete and is qualified in its entirety by reference to the full text of the NACB Stock Purchase Agreement, Promissory Note and Pledge Agreement, and Consulting Agreement, copies of which are attached hereto as Exhibits 2.1, 10.1 and 10.2, respectively, and are incorporated herein in their entirety by reference.

The cash portion of the acquisition was funded from the net proceeds of the second closing of ProBility Media's November 2017 private placement. See "Second Closing and Amendment to Securities Purchase Agreement" below.

ProBility Media had no previous relationship or association with NACB Group. There are presently no significant changes anticipated in the business or product lines of either ProBility Media or NACB Group.

The securities to be offered in connection with the acquisition have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Acquisition of Disco Learning Media, Inc.

Separately, on January 30, 2018, ProBility Media completed the purchase of all of the outstanding shares of common stock of Disco Learning Media, Inc., a technology company offering immersive technologies, digital learning and compliance solutions for the education and training markets ("Disco Learning"), pursuant to the terms of a Stock Purchase Agreement, dated as of January 18, 2018 (effective as of January 1, 2018), by and among ProBility Media, Disco Learning and the stockholders of Disco Learning (the "Disco Stock Purchase Agreement").

The aggregate consideration for the acquisition of Disco Learning consisted of (a) a cash payment of \$100,000 at closing, and (b) the issuance of \$350,000 in the form of shares of ProBility Media common stock in two tranches of \$50,000 in shares at closing and \$300,000 in shares on the date that is six months following the closing date, in each case valuing the shares based on the three trading day average closing price per share prior to the applicable payment date (but not at a price of more than \$0.50 per share).

Additionally, ProBility Media agreed to make three contingent earn-out payments to the stockholders of Disco Learning, subject to the continued employment of at least one of the principal stockholders. For the year ending December 31, 2018, for achieving stand-alone Disco Learning revenue in excess of \$900,000, ProBility Media agreed to deliver to the stockholders an amount equal to \$350,000, payable all in the form of shares of ProBility Media common stock. For the year ending December 31, 2018, for achieving (A) stand-alone Disco Learning revenue in excess of \$900,000, ProBility Media agreed to deliver to the stockholders an amount equal to \$100,000, or (B) Disco Learning revenue in excess of \$1,200,000, ProBility Media agreed to deliver to the stockholders an amount equal to \$200,000, in each case payable 25% of such amount in the form of cash and the remaining 75% of such amount in the form of shares of ProBility Media common stock. For the year ending December 31, 2019, for achieving (A) stand-alone Disco Learning revenue in excess of \$1,800,000, ProBility Media agreed to deliver to the stockholders an amount equal to \$100,000, or (B) Disco Learning revenue in excess of \$2,400,000, ProBility Media agreed to deliver to the stockholders an amount equal to \$200,000, in each case payable 25% of such amount in the form of cash and the remaining 75% of such amount in the form of shares of ProBility Media common stock. Payment in the form of shares of ProBility Media common stock will be based on the three trading day average closing price per share of the ProBility Media common stock prior to the applicable payment date, as reported by the OTCQB Venture Market or the primary stock market on which the ProBility Media common stock is then traded.

At the closing of the acquisition, ProBility Media entered into an Employment Agreement with each of Juan Garcia and Coleman Tharpe, former executive officers and principal stockholders of Disco Learning, for a three-year term commencing as of January 30, 2018. Pursuant to the Employment Agreements, Messrs. Garcia and Harris have agreed to devote their time to the business of ProBility Media as the President and the Director of Digital Training and Development of the Disco Learning subsidiary, respectively. The Employment Agreements provide that Messrs. Garcia and Tharpe are entitled to receive a salary of \$125,550 and \$100,200, respectively. The Employment Agreements provide for termination by ProBility Media upon death or disability (as defined therein) or for Cause (as defined therein). The Employment Agreements contain covenants (i) restricting the executive from engaging in any activities competitive with the business of ProBility Media or Disco Learning during the term of the agreement and for a period of one year thereafter, and from soliciting ProBility Media's or Disco Learning's employees, customers and prospective customers for a period of one year after the termination of the agreement, and (ii) prohibiting the executive from disclosing confidential information regarding ProBility Media or Disco Learning.

Founded in 2014 and based in Austin, Texas, Disco Learning has been executing on a vision to create a fundamental shift in learning by offering interactive educational content. Disco Learning pioneered app-based textbooks, known as "course apps," for higher education. The team's approach can be used in a variety of educational programs beyond the classroom, including employee training, professional development and customer education.

Disco Learning has also developed Energy 101, the world's first course app, which integrates the best features of an eBook with interactive learning experiences including interactive data, games, quizzes and videos. A sampling of Disco Learning's other accomplishments includes (a) developing and managing a corporate social responsibility program for Itron, a world-leading energy services and technology company, that explores conservation, sustainability, and the deep connection between energy and water resources, and (b) evolving and deploying Top Energy Training and the TOPCORP program, commissioned by a consortium of the University of Texas at Austin, the Pennsylvania State University and Colorado School of Mines, to inspectors, regulators and other stakeholders in the oil and gas sector.

The purchase price was determined as a result of arm's-length negotiations between the parties. The foregoing description of the acquisition does not purport to be complete and is qualified in its entirety by reference to the full text of the Disco Stock Purchase Agreement and each Employment Agreement, copies of which are attached hereto as Exhibits 2.2, 10.3 and 10.4, respectively, and are incorporated herein in their entirety by reference.

The cash portion of the acquisition was funded from the net proceeds of the second closing of ProBility Media's November 2017 private placement. See "Second Closing and Amendment to Securities Purchase Agreement" below.

ProBility Media had no previous relationship or association with Disco Learning. There are presently no significant changes anticipated in the business or product lines of either ProBility Media or Disco Learning.

The securities to be offered in connection with the acquisition have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Second Closing and Amendment to Securities Purchase Agreement

On January 29, 2018, pursuant to the Securities Purchase Agreement, dated as of November 3, 2017, with several institutional accredited investors, ProBility Media completed the second closing of its private placement of original issue discount amortizable promissory notes (referred to as the notes) in the aggregate principal amount of \$1,166,725, upon the satisfaction of certain closing conditions including the entry into definitive documents to effect the consummation of the NACB Group and Disco Learning acquisition transactions described above. Each note was issued at a price equal to 85% of its principal amount, or \$1,000,000 in aggregate purchase price.

As part of the second closing, ProBility Media, the original investors and one new investor entered into Amendment No. 1 to the Securities Purchase Agreement, dated as of January 19, 2018, to provide for the addition of a new investor, clarify the use of proceeds from the second closing, increase the number of "commitment shares" to be issued at the second closing and decrease the exercise price of the warrants to be issued at the second closing, as discussed below.

ProBility Media issued to the investors at the second closing three-year common stock purchase warrants (referred to as the warrants) to purchase up to 3,333,500 shares of ProBility Media common stock at an exercise price of \$0.175 per share (compared to a warrant exercise price of \$0.45 per share at the first closing), and issued 941,851 shares of ProBility Media common stock to the investors at the second closing as "commitment shares" in consideration for entering into the private placement, as required by Amendment No. 1 to the Securities Purchase Agreement.

ProBility Media used the net proceeds from the second closing of the private placement primarily to fund the closing of the NACB Group and Disco Learning acquisition transactions.

The second closing of the financing transaction was completed through a private placement to unaffiliated institutional accredited investors and was exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended.

RK Equity Capital Markets LLC acted as the placement agent for the private placement. At the second closing, ProBility Media paid a cash placement fee of \$70,000 to RK Equity for acting in this capacity and issued a warrant to RK Equity to purchase 400,000 shares of ProBility Media common stock on the same terms given to the investors.

The securities offered in the private placement have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This current report shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state.

The Securities Purchase Agreement, the form of note and form of warrant were filed as exhibits to ProBility Media's Current Report on Form 8-K filed on November 13, 2017 with the SEC. The foregoing summary of Amendment No. 1 to the Securities Purchase Agreement is qualified in its entirety by reference to the full text of such document, a copy of which is attached hereto as Exhibit 10.5 and is incorporated herein in its entirety by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired. In accordance with Item 9.01(a), the financial statements of NACB Group, Inc. shall be provided not later than April 5, 2018. The financial statements of Disco Learning do not meet the requisite significance levels, as defined under Item 8-04 of Regulation S-X.

(b) Pro Forma Financial Information. In accordance with Item 9.01(b), the pro forma financial information for NACB Group shall be provided not later than April 5, 2018. The pro forma financial information for Disco Learning does not meet the requisite significance levels, as defined under Item 8-05 of Regulation S-X.

(d) Exhibits. The exhibits listed in the following Exhibit Index are filed as part of this current report.

<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>Stock Purchase Agreement, dated as of January 18, 2018 (effective as of November 1, 2017), by and among ProBility Media Corporation, North American Crane Bureau Group, Inc. and the Stockholders of North American Crane Bureau Group, Inc.</u>
2.2	<u>Stock Purchase Agreement, dated as of January 18, 2018 (effective as of January 1, 2018), by and among ProBility Media Corporation, North American Crane Bureau Group, Inc. and the Stockholders of North American Crane Bureau Group, Inc.</u>
10.1	<u>Promissory Note and Pledge Agreement, dated January 18, 2018, made by ProBility Media Corporation to Ted L. Blanton Sr., as Stockholders' Agent, on behalf of the Stockholders of North American Crane Bureau Group, Inc.</u>
10.2	<u>Consulting Agreement, dated January 18, 2018, between ProBility Media Corporation and Ted L. Blanton, Sr.</u>
10.3	<u>Employment Agreement, dated as of January 18, 2018, between ProBility Media Corporation and Juan Garcia.</u>
10.4	<u>Employment Agreement, dated as of January 18, 2018, between ProBility Media Corporation and Coleman Tharpe.</u>
10.5	<u>Amendment No. 1 to Securities Purchase Agreement, dated as of January 19, 2018, by and among ProBility Media Corporation, the original investors listed on the Schedule of Buyers attached thereto and the new buyer.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PROBILITY MEDIA CORPORATION

Date: February 5, 2018

By: /s/ Evan M. Levine
Evan M. Levine
Chairman and Chief Executive Officer

STOCK PURCHASE AGREEMENT

dated as of January 18, 2018

(and effective as of November 1, 2017)

by and among

PROBILITY MEDIA CORPORATION, a Nevada corporation,

NORTH AMERICAN CRANE BUREAU GROUP, INC., a Florida corporation

and

**THE STOCKHOLDERS OF NORTH AMERICAN CRANE BUREAU GROUP, INC.
LISTED ON THE SIGNATURE PAGE HERETO**

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of January 18, 2018, and effective as of November 1, 2017, is by and among ProBility Media Corporation, a Nevada corporation ("**Buyer**"), North American Crane Bureau Group, Inc., a Florida corporation (the "**Company**"), and the stockholders of the Company listed on the signature page hereto (each, a "**Stockholder**" and, collectively, the "**Stockholders**"). Certain capitalized terms used herein are defined in Section 9.12.

RECITALS

WHEREAS, the Company is engaged in the business of providing crane operator training, certification and inspection services as well as crane simulation training;

WHEREAS, as of the date of this Agreement, the issued and outstanding shares of the capital stock of the Company consist of 5,000 shares of common stock, par value \$0.10 per share (the "**Common Stock**") of the Company (the "**Shares**");

WHEREAS, as of the date hereof, the Stockholders own all of the Shares; and

WHEREAS, the parties desire to enter into this Agreement to provide for the acquisition by the Buyer of the Company through the purchase by the Buyer from the Stockholders of all of the Shares.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.1 Purchase and Sale of the Shares.

(a) Upon the terms and subject to the conditions of this Agreement, the Stockholders agree to sell to the Buyer, and the Buyer agrees to purchase from the Stockholders, all of the Shares at the Closing (the "**Stock Purchase**"). The purchase price (the "**Purchase Price**") for the Shares is \$750,000, payable, and subject to adjustment as set forth below and offset as provided in Section 6.3, as follows:

(i) The Buyer shall deliver to the Stockholders at Closing a cash payment in the amount of \$500,000; and

(ii) The Buyer shall deliver to the Stockholders at Closing a Promissory Note and Pledge Agreement of the Buyer in the principal amount of \$250,000 payable to the Stockholders' Agent, on behalf of the Stockholders, in the form attached as Exhibit A hereto (the "**Promissory Note and Pledge Agreement**"), which Promissory Note and Pledge Agreement shall be paid by the Buyer in two equal installments of \$125,000 each, with the first such installment being paid on the date that is twelve (12) months after the Closing Date and the second such installment being paid on the date that is twenty-four (24) months after the Closing Date, together with accrued interest.

(b) As additional consideration for the Stock Purchase, at Closing, the Buyer shall deliver to BankUnited, Inc. and its affiliates ("**BankUnited**") a cash payment to pay-off in full the principal and interest and all other charges of indebtedness owed by the Company to BankUnited in the maximum amount of \$120,000; provided, however, that to the extent that the amount owed by the Company to BankUnited exceeds \$120,000, the Closing cash payment shall be reduced by such excess amount.

(c) As additional consideration for the Stock Purchase, at Closing, the Buyer shall assume the amount payable by the Company to Joe Crispell pursuant to a promissory note, made by the Company in the outstanding amount of approximately \$110,000 as of the date hereof.

(d) Payment of any cash amounts required under this Section 1.1 shall be made by wire transfer of immediately available funds to such accounts designated in writing by the Stockholders at least two Business Days prior to the Closing Date. If the Stockholders do not deliver any such notice, then the Buyer may make any cash payments required under this Section 1.1 either by certified or official bank check.

Section 1.2 Closing.

(a) The closing of the Contemplated Transactions (the "**Closing**") will take place at a time and on a date to be specified by the parties (the "**Closing Date**"), which shall be no later than the second Business Day after satisfaction or waiver of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions), at the offices of Olshan Frome Wolosky LLP, 1325 Avenue of the Americas, 15th Floor, New York, New York 10019, or at such other time, date or place as agreed to in writing by the parties hereto. At the Closing, the Stockholders will deliver to the Buyer good and valid title to the Shares, free and clear of all Encumbrances, together with a certificate(s) for the Shares duly endorsed or accompanied by a stock power(s) duly endorsed in blank, with any required transfer stamps affixed thereto, or a lost stock affidavit executed by such Stockholder in a form reasonably acceptable to the Buyer.

(b) Section 1.2(b) of the Company Disclosure Schedule sets forth to whom and in what denominations the Purchase Price is to be allocated among the Stockholders.

(c) All stock options, warrants and other rights to purchase Common Stock (or other Shares) will be exercised or terminated prior to or effective upon the Closing Date, and the Buyer shall not assume or have any obligation with respect to such stock options, warrants or other rights.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE
COMPANY AND THE STOCKHOLDERS

Except as set forth in the Company's disclosure schedule provided herewith (the "**Company Disclosure Schedule**"), the Company and the Stockholders, severally and jointly, hereby represent and warrant to the Buyer, as of the date hereof and as of the Closing Date, except to the extent certain representations and warranties are limited to a certain date set forth in the applicable section, as follows:

Section 2.1 Corporate Organization, Etc. The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Florida and has all requisite corporate power and authority to conduct its business as it is now being conducted and to own, lease and operate its properties and assets. The Company is qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the ownership of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Company Material Adverse Effect. True and complete copies of the organizational and governing documents of the Company as presently in effect have been heretofore made available to the Buyer. The Company is not in violation of any term or provision of its organizational or governing documents.

Section 2.2 Capitalization. The authorized shares of capital stock of the Company are as set forth in Section 2.2 of the Company Disclosure Schedule. The outstanding shares of Common Stock and the beneficial and record owners thereof are as set forth in Section 2.2 of the Company Disclosure Schedule. All outstanding shares of Common Stock are duly authorized, validly issued, fully paid and non-assessable, and issued free from preemptive rights and in compliance with all applicable U.S. state and federal securities Laws. Except as set forth in Section 2.2 of the Company Disclosure Schedule, there are no outstanding (a) securities convertible into or exchangeable for capital stock of the Company, (b) options, warrants or other rights to purchase or subscribe for capital stock of the Company, or (c) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance of any capital stock of the Company, any such convertible or exchangeable securities or any such options, warrants or rights, pursuant to which, in any of the foregoing cases, the Company is subject or bound. Except as set forth in Section 2.2 of the Company Disclosure Schedule, there are no voting trusts, voting agreements, proxies, stockholders' agreements or other similar instruments restricting or relating to the rights of any of the holders of shares of Common Stock to vote, transfer or receive dividends with respect to any shares of Common Stock or with respect to the management or control of the Company.

Section 2.3 Company Subsidiaries. Section 2.3 of the Company Disclosure Schedules, sets forth the subsidiaries of the Company (the "**Company Subsidiaries**"). Other than as set forth on Section 2.3 of the Company Disclosure Schedule, the Company has no subsidiaries and does not own any equity interest in any other Person.

Section 2.4 Authority Relative to this Agreement. The Company has all requisite corporate power and authority to execute and deliver the Transaction Documents to which it is a party, to perform its obligations thereunder and to consummate the Contemplated Transactions. The execution and delivery of the Transaction Documents to which it is a party, the performance of its obligations thereunder and the consummation of the Contemplated Transactions have been duly and validly authorized by all required corporate or other action on the part of the Company and no other corporate or other proceedings on the part of the Company are necessary to authorize the Transaction Documents to which it is a party or to consummate the Contemplated Transactions. This Agreement has been, and each of the other Transaction Documents to which it is a party will be, duly and validly executed and delivered by the Company and, assuming this Agreement has been, and each of the other Transaction Documents to which it is a party will be, duly authorized, executed and delivered by the other parties thereto, this Agreement constitutes, and each of the other Transaction Documents to which it is a party will constitute, a legal, valid and binding obligation of the Company, enforceable against it in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other Laws regarding fraudulent conveyances and preferential transfers and subject to the limitations imposed by general equitable principles (regardless whether such enforceability is considered in a proceeding at law or in equity) (collectively, the "**Bankruptcy and Equity Principles**").

Section 2.5 Consents and Approvals: No Violations. Except as set forth in Section 2.5 of the Company Disclosure Schedule, none of the execution or delivery of any of the Transaction Documents by the Company, the performance by the Company of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Company will (a) violate any provision of the organizational or governing documents of the Company, (b) require it to obtain or make any consent, waiver, approval, exemption, declaration, license, authorization or permit of, or registration or filing with or notification to, any federal, state, local or foreign government, executive official thereof, governmental, administrative or regulatory authority, agency, body or commission, including any court of competent jurisdiction, domestic or foreign (each, a “**Governmental Entity**”), (c) require a consent under, result in a violation or breach of, constitute (with or without notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, amendment or acceleration or any obligation) under, or result in the creation of any Encumbrance on any of the properties or assets of the Company pursuant to, any of the terms, conditions or provisions of any Material Contract, or (d) violate any Law of any Governmental Entity applicable to the Company or by which the Company or any of its properties or assets is bound.

Section 2.6 Financial Statements.

(a) The Company has previously delivered or made available to the Buyer true and complete copies of the unaudited balance sheets of the Company as of September 30, 2016 and September 30, 2017, and the unaudited statements of income of the Company for the years ended September 30, 2016 and September 30, 2017 (collectively, the “**Company Financials**”). Each of the Company Financials (A) has been prepared from, and is in accordance with, the books and records of the Company, (B) was prepared in all material respects in accordance with United States generally accepted accounting principles (“**GAAP**”) applied on a consistent basis throughout the periods indicated (except for the absence of footnotes and normal and recurring year-end adjustments (the nature or amount of which adjustments would not reasonably be expected, individually or in the aggregate, to be material)), and (C) fairly presents in all material respects the financial position and results of operations of the Company as of the respective dates thereof and for the respective periods indicated therein.

(b) The Company maintains a system of internal control over financial reporting (within the meaning of Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Except as set forth in Section 2.6 of the Company Disclosure Schedule, the Company has no material weaknesses in its internal controls over financial reporting.

Section 2.7 No Undisclosed Liabilities.

(a) The Company has no liabilities, indebtedness or obligations of the nature required to be disclosed in a balance sheet prepared in accordance with GAAP, except as and to the extent set forth, disclosed in, provided for, reflected in or otherwise described in the Company Financials or in Section 2.7(a) of the Company Disclosure Schedule, and except for those incurred in the ordinary course of business since September 30, 2017.

(b) Section 2.7(b) of the Company Disclosure Schedule sets forth all indebtedness of the Company for borrowed money as of Closing.

Section 2.8 Absence of Certain Changes. Since September 30, 2017, except as set forth in Section 2.8 of the Company Disclosure Schedule, the Company has not (a) conducted business other than in the ordinary and usual course consistent with past practice, (b) suffered any Company Material Adverse Effect, (c) declared, set aside for payment or paid any dividend or other distribution (whether in cash, stock, property or any combination thereof) in respect of any Common Stock, or redeemed or otherwise acquired any shares of Common Stock, (d) incurred any indebtedness for borrowed money or issued any debt securities or assumed, guaranteed or endorsed the obligations of any other Person, (e) Transferred or entered into a Contract to Transfer any of its material properties or assets, other than this Agreement, (f) created any Encumbrance on any of its properties or assets, (g) increased in any manner the rate or terms of compensation of any of its directors, Officers or employees except for any increases for employees (other than the Stockholders) made in the ordinary course of business, (h) paid or agreed to pay any pension, retirement allowance or other material employee benefit not required by any existing Benefit Plan or Employee Arrangement, (i) entered into or amended any employment, bonus, severance or retirement Contract other than with employees (other than the Stockholders) in the ordinary course of business, (j) made or revoked any election relating to Taxes, (k) changed any methods of reporting income or deductions for federal income tax purposes, (l) made any capital expenditures, individually or in the aggregate, in excess of \$25,000, (m) suffered any damage, destruction or loss (whether or not covered by insurance) to any of its material assets, (n) had any Officer or key employee resign or terminate employment, (o) acquired, sold, leased or disposed of any assets outside the ordinary course of business or (p) settled or compromised any pending or threatened suit, action, proceeding or, other than in the ordinary course of business, claim.

Section 2.9 Compliance with Law. The Company is, and has been for the past two (2) years, in compliance in all material respects with all Laws applicable to it or any of its businesses, properties or assets. Neither the Company nor the Stockholders nor, to the Knowledge of the Company or the Stockholders, any Officer, director or employee of the Company, in such capacity, has received notice from any Governmental Entity of, or to the Knowledge of the Company or the Stockholders, is charged or threatened with or under investigation with respect to, any violation of any provision of any applicable Law.

Section 2.10 Material Contracts.

(a) Section 2.10(a) of the Company Disclosure Schedule sets forth a list of all Contracts that are material to the Company to which it is a party or by which it or any of its properties or assets is bound, including, without limitation, (i) any employment Contract or other Contract for services that is not terminable at will without liability for any penalty or severance payment, (ii) any Contract involving annual payments or receipts by the Company of \$50,000 or more with respect to any such Contract, (iii) any Contract with each of the Company's 10 largest customers and 10 largest suppliers, which largest customers and suppliers shall be determined using revenues/payments by the Company during the year ending September 30, 2017 (respectively, the "**Major Customers**" and the "**Major Suppliers**" and, collectively, the "**Major Customers and Suppliers**"), (iv) any Contract containing an exclusivity provision that restricts the Company's business or any Contract limiting any of their freedom to compete in any line of business, in any geographic area or with any Person, (v) any Contract providing for the borrowing or lending of money or any guarantee, and (vi) any joint venture agreement (collectively, the "**Material Contracts**"). For purposes of the foregoing representation, disclosure shall only be required of Contracts which involve annual payments or receipts by the Company of \$25,000 or more with respect to any such Contract. The Company has made available to the Buyer true, correct and complete copies of all Material Contracts in its possession. The Company will not have any responsibilities, obligations or liabilities, contractual or otherwise, arising under any change of control provision of any Contract as a result of any of the Contemplated Transactions.

(b) Each of the Material Contracts constitutes the valid, legally binding and enforceable obligation of the Company and, to the Knowledge of the Company, each of the other parties thereto, except as may be limited by applicable Bankruptcy and Equity Principles. Each Material Contract is in full force and effect.

(c) Except as set forth in Section 2.10(c) of the Company Disclosure Schedule, the Company is not in breach or default in any material respect, and no event has occurred that with notice or lapse of time or both would constitute such a breach or default by the Company or permit termination, modification or acceleration, of or under any of the Material Contracts and, to the Knowledge of the Company, no other party to any of the Material Contracts is in breach or default in any material respect, and no event has occurred that with notice or lapse of time or both would constitute such a breach or default by such party, of or under any of the Material Contracts. The Company has not received written notice or, to the Knowledge of the Company, a claim in writing against the Company by any party to a Material Contract in respect of any breach or default thereunder.

(d) Except as set forth in Section 2.10(d) of the Company Disclosure Schedule, the Company has not received written notice of termination, cancellation, material reduction of services or non-renewal that is currently in effect with respect to any Material Contract and, to the Knowledge of the Company, no other party to a Material Contract plans to terminate, cancel or not renew, or materially reduce the services provided to it under, any such Material Contract.

Section 2.11 Permits. The Company has all material permits, licenses, certificates of authority and other authorizations from all Governmental Entities necessary for the conduct of its business as presently conducted (the “**Permits**”) and is in compliance in all material respects with the terms of its Permits. All such Permits are in full force and effect, and the Company has not received written notice of any event, inquiry or proceeding that is reasonably likely to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any Permit.

Section 2.12 Litigation. Except as set forth in Section 2.12 of the Company Disclosure Schedule, there is no action, suit, proceeding or investigation pending or, to the Knowledge of the Company, threatened against the Company or any of its properties by or before any Governmental Entity. The Company is not subject to any outstanding injunction, writ, judgment, order or decree of any Governmental Entity. There is no action, suit, proceeding or investigation pending or, to Knowledge of the Company, threatened against any current or former officer, director, employee or consultant of the Company in his or her capacity as such. There is no action, suit or proceeding pending or, to the Knowledge of the Company, threatened against the Company by or before any Governmental Entity that questions the validity of any of the Transaction Documents or any action to be taken in connection with the consummation of any of the Contemplated Transactions or would otherwise prevent or materially delay the consummation of any of the Contemplated Transactions.

Section 2.13 Taxes. Except as set forth in Section 2.13 of the Company Disclosure Schedule:

(a) The Company has:

(i) duly and timely filed, or caused to be filed, in accordance with applicable Law, all material Company Tax Returns, each of which is true, correct and complete in all material respects,

(ii) duly and timely paid in full, or caused to be paid in full, all Company Taxes reflected on such Company Tax Returns, and

(iii) properly accrued in accordance with GAAP on its books and records a provision for the payment of all Company Taxes that are due, are claimed to be due, or may or will become due with respect to any Tax period (or portion thereof) ending on or before the Closing Date.

(b) No extension of time to file a Company Tax Return, which Company Tax Return has not since been filed in accordance with applicable Law, has been filed. There is no power of attorney in effect with respect or relating to any Company Tax or Company Tax Return.

(c) No Company Tax Return has been filed, and no Company Tax has been determined, on a consolidated, combined, unitary or other similar basis (including, but not limited to, a consolidated federal income tax return). There is no circumstance (including, but not limited to, as a transferee or successor, under Code Section 6901 or Treasury Regulation Section 1.1502-6, as result of a Tax sharing agreement or other Contract or by operation of Law) under which the Company is or may be liable for any Tax determined, in whole or in part, by taking into account any income, sale or asset of, or any activity conducted by, any other Person.

(d) The Company has complied in all material respects with all applicable Laws relating to the deposit, collection, withholding, payment or remittance of any Tax (including, but not limited to, Code Section 3402).

(e) There is no Encumbrance for any Tax upon any asset or property of the Company, except for any statutory lien for any Tax not yet due.

(f) No audit, action, assessment, examination, hearing, inquiry or investigation is pending or, to the Knowledge of the Company, threatened with regard to the Company, any Company Tax or any Company Tax Return.

(g) The statute of limitations for any audit, action, assessment, examination, hearing, inquiry or investigation relating to any Company Tax or any Company Tax Return has not been modified, extended or waived.

(h) Any material assessment, deficiency, adjustment or other similar item relating to any Company Tax or Company Tax Return has been reported to all Governmental Entities in accordance with applicable Law.

(i) No jurisdiction where no Company Tax Return has been filed or no Company Tax has been paid has made or threatened in writing to make a claim for the payment of any Company Tax or the filing of any Company Tax Return.

(j) The Company is not a party to any agreement with any Governmental Entity (including, but not limited to, any closing agreement within the meaning of Code Section 7121 or any analogous provision of applicable Law). No private letter or other ruling or determination from any Governmental Entity relating to the Company, any Company Tax or any Company Tax Return has been requested or received by the Company.

(k) The Company is not a party to any Contract that (i) results or could reasonably be expected to result in any amount that is not deductible under Code Section 280G or Code Section 404, or any similar provision of applicable Law or (ii) is or could reasonably be expected to become subject to Code Section 409A or any similar provision of applicable Law.

(l) The Company has no "tax-exempt bond-financed property" or "tax-exempt use property," within the meaning of Code Section 168(h) or any similar provision of applicable Law.

(m) No asset of the Company is required to be treated as being owned by any other Person pursuant to any provision of applicable Law (including, but not limited to, the "safe harbor" leasing provisions of Code Section 168(f)(8), as in effect prior to the repeal of those "safe harbor" leasing provisions).

(n) The Company is not or will not be required to include any item of income in, or exclude any item of deduction from, federal taxable income for any Tax period (or portion thereof) ending after the Closing Date, as a result of a change in method of accounting, any installment sale or open transaction, any prepaid amount, refund or credit occurring prior to the Closing Date.

(o) The Company is not or has not been a beneficiary or otherwise participated in any reportable transaction within the meaning of Treasury Regulation Section 1.6011-4(b)(1).

(p) The Company has not distributed stock of another Person nor has its stock been distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Code Section 355 or Code Section 361.

(q) The Company is not or has not been a "United States real property holding corporation" within the meaning of Code Section 897(c)(2) at any time during the applicable period referred to in Code Section 897(c)(1)(A)(ii).

(r) No election under Code Section 338 or any similar provision of applicable Law has been made or required to be made by or with respect to the Company.

(s) The Company has never owned an interest in a subsidiary treated as a "qualified subchapter S subsidiary" within the meaning of Code Section 1361(b)(3)(B).

(t) The Company does not own or has not owned an interest in any entity that is a "passive foreign investment company" within the meaning of Code Section 1297.

(u) The Company has not had any items of income that could constitute subpart F income within the meaning of Code Section 952.

Section 2.14 Title to Properties: Sufficiency of Assets.

(a) Except as set forth in Section 2.14 of the Company Disclosure Schedule, the Company has good, valid and marketable title to, or a valid leasehold or contractual interest in, all of the assets and properties (real and personal) which it owns or leases, and such assets and properties are owned or leased by it free and clear of all Encumbrances. Section 2.14 of the Company Disclosure Schedule contains a complete and correct list of (i) all real property owned by the Company (the "**Owned Real Property**") and (ii) all real property leased by the Company (the "**Leased Real Property**"). The Company or, its applicable Company Subsidiaries, have good and marketable fee simple title to all of the Owned Real Property, in each case free and clear of all Encumbrances. Except for the Owned Real Property set forth on Section 2.14 of the Company Disclosure Schedule, the Company does not own or has never owned any real property. True, correct and complete copies of all lease agreements, including all amendments and modifications thereto, for all Leased Real Property (the "**Leases**") have been made available to the Buyer. All rents due under the Leases have been paid. The Company enjoys undisturbed possession of its Leased Real Property and is in compliance with the terms of the Leases, and all Leases are in full force and effect. Each Lease constitutes the valid, legally binding and enforceable obligation of the Company party thereto and, to the Knowledge of the Company, each of the other parties thereto, except as may be limited by applicable Bankruptcy and Equity Principles. No party to any Lease has given written notice to the Company or made a claim in writing against the Company in respect of any breach or default thereunder.

(b) All tangible personal property owned or leased by the Company is in good operating condition and repair, ordinary wear and tear excepted and subject to routine maintenance, and is suitable for the uses for which it is being used. The Company's assets and properties (real, personal and intangible) include all material tangible and intangible assets, properties and rights necessary to conduct its business following the Closing Date in substantially the same manner as currently conducted.

Section 2.15 Intellectual Property.

(a) Section 2.15(a) of the Company Disclosure Schedule identifies all Intellectual Property other than (i) widely available, commercial off-the-shelf third-party Software licensed to the Company on a non-exclusive basis or (ii) any open source Software licensed to the Company (collectively, (i) and (ii) are referred to as the "**Licensed Intellectual Property**"). Each of the licenses related to the Licensed Intellectual Property constitutes the valid, legally binding and enforceable obligation of the Company and, to the Knowledge of the Company, each of the other parties thereto, except as may be limited by applicable Bankruptcy and Equity Principles. The Company is not, and, to the Knowledge of the Company, no other party thereto is, in breach or default in any material respect of any license or sublicense relating to any Licensed Intellectual Property, and each such license and sublicense is in full force and effect.

(b) All Intellectual Property owned by the Company is referred to as the "**Owned Intellectual Property**" and, together with the Licensed Intellectual Property, the "**Company Intellectual Property.**" Section 2.15(b) of the Company Disclosure Schedule identifies all of the following Owned Intellectual Property: (i) Patents and applications therefor, the number, issue date, title and priority information for each country in which any such Patent has been issued, or the application number, date of filing, title and priority information for each country in which any such Patent application is pending; (ii) registered and unregistered Trademarks (excluding Internet domain names) and applications for, the registration of Trademarks, the registration number and registration date, or the application number and application date related thereto (and, if applicable, the class of goods or the description of the goods or services covered thereby), and the countries of filing; (iii) registered and unregistered Copyrights and applications for registration of Copyrights, the registration number and registration date, or the application number and application date, related thereto, and the countries of filing; and (iv) registered Internet domain names. All of the Owned Intellectual Property, the registrations and applications for registration of which are set forth in Section 2.15(b) of the Company Disclosure Schedule, is valid and in full force and effect. To the Knowledge of the Company, all of the other rights within the Company Intellectual Property are valid and subsisting. The Company is not subject to any Law that restricts or impairs the use of any Owned Intellectual Property. All filings for the Owned Intellectual Property are in good standing and all assignments and licenses subject to recordation have been properly recorded. The Company has not filed an application to register any new Trademark that was not previously registered.

(c) The Company owns and has good and valid title to the Owned Intellectual Property owned by it, and possesses legally enforceable rights to use the Licensed Intellectual Property licensed by it, in each case free and clear of all Encumbrances. The Company Intellectual Property constitutes all the Intellectual Property necessary to enable the Company to conduct its business as such business is currently being conducted. None of the execution or delivery of any of the Transaction Documents by the Company, the performance by the Company of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Company will result in the release or disclosure of any Company Intellectual Property, or in the grant, assignment or transfer to any other Person of any license or other right to any Company Intellectual Property, or in the termination or modification of (or right to terminate or modify) any Company Intellectual Property.

(d) Section 2.15(d) of the Company Disclosure Schedule identifies each Contract pursuant to which any Person has been granted any license by the Company under, or otherwise has received or acquired from, the Company any right (whether or not currently exercisable) or interest in, including the right to use, any Owned Intellectual Property.

(e) The Company has taken commercially reasonable steps to maintain the confidentiality of its confidential or proprietary Company Intellectual Property and to protect the full value of the Owned Intellectual Property.

(f) No current or former Stockholder, officer, director, consultant, employee or vendor of the Company has any ownership claim, ownership right (whether or not currently exercisable) or ownership interest in or to any Owned Intellectual Property.

(g) To the Knowledge of the Company, there is no unauthorized use, disclosure, infringement or misappropriation of any Company Intellectual Property by any third party, including any current or former employee of the Company.

(h) The Company has not received any notice or other communication (in writing or otherwise) of any actual, alleged, possible or potential infringement, misappropriation or unlawful use of, and, to the Knowledge of the Company, the Company is not infringing, misappropriating or making unlawful use of, any Intellectual Property owned by any third party. There are no actions, suits or proceedings that are pending or, to the Knowledge of the Company, threatened against the Company with respect to any infringement, misappropriation or unlawful use of any Intellectual Property owned or used by any third party.

(i) A complete list of the proprietary software of the Company is set forth in Section 2.15(i) of the Company Disclosure Schedule.

Section 2.16 Insurance. The Company maintains policies of fire and casualty, liability and other forms of insurance, in such amounts, with such deductibles, covering against such risks and losses and with such reputable insurers, as are customary for businesses of a type and size, and with assets and properties, comparable to those of the business of the Company as currently conducted. Set forth in Section 2.16 of the Company Disclosure Schedule is a listing of each insurance policy maintained by the Company and a description of all material claims under any insurance policy maintained by the Company at any time during the past three years. All such policies are in full force and effect and all premiums due and payable thereon have been paid in full, and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. There are no pending claims under any of such policies.

Section 2.17 Environmental Matters.

(a) There are no environmental conditions, including, without limitation, the presence or release of any Hazardous Materials, on any of the Owned Real Property or Leased Real Property or formerly owned or leased by the Company or any of its predecessors (i) relating to, arising out of, or resulting from any failure to comply with any applicable Environmental Law or Environmental Permit or from a release or threatened release of any Hazardous Materials or (ii) which require cleanup or remediation pursuant to any Environmental Law.

(b) The Company has no material liability under any Environmental Law nor is it responsible for any material liability of any other Person under any Environmental Law, whether by Contract, by operation of law or otherwise

(c) The Company has not received any written information request, notice or other communication from a Governmental Entity, and there are no actions, suits, proceedings or investigations pending or, to the Knowledge of the Company, threatened against the Company, relating to any violation, or alleged violation of, or liability under, any Environmental Law or relating to any Hazardous Materials or Environmental Permit, including, without limitation, (i) any claim by a Governmental Entity for enforcement, investigation, cleanup, removal, response, corrective, remedial, monitoring, or other action, damages, fines or penalties pursuant to any Environmental Law, and (ii) any claim by any one or more Persons seeking damages, contribution, indemnification, cost recovery, compensation, injunctive or other relief resulting from or relating to a release of any Hazardous Materials or alleged injury or threat of injury to health, safety, property, natural resources or the environment.

(d) The Company has made available to the Buyer true, complete and correct copies of all material records and files, environmental audits, reports, and other material environmental documents, studies, analysis, tests and monitoring which, to the Knowledge of the Company, are in its possession or control concerning the existence of any Hazardous Materials or any other environmental concern at any of the Owned Real Property or Leased Real Property or formerly owned, operated or leased by the Company or concerning compliance by the Company with, or liability under, any Environmental Law.

(e) For purposes of this Section 2.17, the following terms shall have the following meanings:

(i) **“Environmental Laws”** means all foreign, federal, state and local Laws of any Governmental Entity relating to (A) the generation, treatment, storage, disposal, use, handling, manufacturing, transportation or shipment of Hazardous Materials, or (B) the environment or to emissions, discharges, releases or threatened releases of Hazardous Materials into the environment.

(ii) **“Hazardous Materials”** means (A) petroleum and petroleum products, radioactive materials and friable asbestos; and (B) chemicals and other materials and substances which are now defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” or “toxic pollutants” under any Environmental Law.

Section 2.18 Employee and Labor Matters. The Company is not a party to any collective bargaining or other labor union Contract applicable to Persons employed by it, no collective bargaining agreement is being negotiated by the Company, and, to the Knowledge of the Company, there are no activities or proceedings of any labor union to organize any of the employees of the Company. Except as set forth in Section 2.18 of the Company Disclosure Schedule, (a) the Company is in compliance in all material respects with all applicable Laws relating to employment and employment practices, wages, hours, occupational safety, health standards, severance payments, equal opportunity, payment of social security, national insurance and other Taxes, and terms and conditions of employment, (b) there are no charges with respect to or relating to the Company, or to the Knowledge of the Company, threatened by or before any Governmental Entity responsible for the prevention of unlawful or discriminatory employment practices or unfair labor practices, and (c) there is no strike, work stoppage, work slowdown, lockout, picketing, concerted refusal to work overtime, or other similar labor activity pending or, to the Knowledge of the Company, threatened against or involving the Company or within the last three years. All sums due for employee, consultant and independent contractor compensation and benefits, including pension and severance benefits, and all vacation time owing to any employees of the Company have been duly and adequately accrued on the accounting records of the Company. Except to the extent a failure to correctly characterize or treat would not result in material liability to the Company, all individuals characterized and treated by the Company as consultants or independent contractors are properly treated as independent contractors under all applicable Laws. Except to the extent a failure to correctly classify would not result in material liability to the Company, all employees of the Company classified as exempt under the Fair Labor Standards Act and state and local wage and hour Laws are properly classified.

Section 2.19 Employee Plans.

(a) Section 2.19 of the Company Disclosure Schedule sets forth a true, correct and complete list of:

(i) all “employee benefit plans,” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), with respect to which the Company has any obligation or liability, contingent or otherwise (the “**Benefit Plans**”);

(ii) all current directors, Officers and employees of the Company; and

(iii) all employment, consulting, termination, profit sharing, severance, change of control, individual compensation and indemnification agreements, and all bonus and other incentive compensation, deferred compensation, salary continuation, disability, severance, stock award, stock option, stock purchase, educational assistance, legal assistance, club membership, employee discount, employee loan, credit union and vacation agreements, policies and arrangements under which the Company has any obligation or liability (contingent or otherwise) in respect of any current or former officer, director, employee, consultant or contractor of the Company (the “**Employee Arrangements**”).

(b) In respect of each Benefit Plan and Employee Arrangement, a complete and correct copy of each of the following documents (if applicable) has been made available to the Buyer: (i) the most recent plan and related trust documents, and all amendments thereto; (ii) the most recent summary plan description, and all related summaries of modifications thereto; (iii) the most recent Form 5500 (including schedules and attachments); (iv) the most recent Internal Revenue Service (“**IRS**”) determination, opinion or notification letter; and (v) each written Employee Arrangement, and all amendments thereto.

(c) None of the Benefit Plans or Employee Arrangements is subject to Title IV of ERISA, constitutes a defined benefit retirement plan or is a multiemployer plan described in Section 3(37) of ERISA, and the Company has no obligation or liability (contingent or otherwise) in respect of any such plans.

(d) The Benefit Plans and their related trusts intended to qualify under Sections 401 and 501(a) of the Code, respectively, have either received a favorable determination, opinion or notification letter from the IRS with respect to each such Benefit Plan as to its qualified status under the Code, or has remaining a period of time under applicable U.S. Treasury Regulations or IRS pronouncements in which to apply for such a letter and make any amendments necessary to obtain a favorable determination as to the qualified status of each such Benefit Plan.

(e) All contributions and other payments required to have been made by the Company to or under any Benefit Plan or Employee Arrangement by applicable Law or the terms of such Benefit Plan or Employee Arrangement (or any agreement relating thereto) have been timely and properly made.

(f) The Benefit Plans and Employee Arrangements have been maintained and administered in accordance with their terms and applicable Laws.

(g) There are no pending or, to the Knowledge of the Company, threatened actions, claims, suits or proceedings against or relating to any Benefit Plan or Employee Arrangement (other than routine benefit claims by persons entitled to benefits thereunder) and, to the Knowledge of the Company, there are no facts or circumstances which could reasonably be expected to form the basis for any of the foregoing.

(h) The Company has no obligation or liability (contingent or otherwise) to provide post-retirement life insurance or health benefits coverage for current or former officers, directors, employees, consultants or contractors except (i) as may be required under Part 6 of Title I of ERISA, (ii) a medical expense reimbursement account plan pursuant to Section 125 of the Code, or (iii) through the last day of the calendar month in which the participant terminates employment.

(i) None of the assets of any Benefit Plan is stock of the Company.

(j) Neither the execution and delivery of any of the Transaction Documents nor the consummation of any of the Contemplated Transactions will (i) result in any payment becoming due to any director, officer, employee, consultant or contractor (current, former or retired) of the Company, (ii) increase any benefits under any Benefit Plan or Employee Arrangement or (iii) result in the acceleration of the time of payment of, vesting of, or other rights in respect of any such benefits (except as may be required by the partial or full termination of any Benefit Plan intended to be qualified under Section 401 of the Code). No Benefit Plan or Employee Arrangement in effect immediately prior to the Closing Date would result, individually or in the aggregate (including as a result of this Agreement, any of the Transaction Documents or any of the Contemplated Transactions), in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code.

(k) Each Benefit Plan or Employee Arrangement that is a non-qualified deferred compensation plan or arrangement subject to Section 409A of the Code has been operated and administered in good faith compliance with Section 409A of the Code from the period beginning January 1, 2005, or the date such Benefit Plan or Employee Arrangement was established, whichever date is later, through the date hereof.

(l) The Company has made available to the Buyer a true, complete and correct list of the following (if applicable) for each current employee, consultant and contractor of the Company: base salary; any bonus obligations; immigration status; hire date; time-off balance; and pay rate.

Section 2.20 Brokers and Finders. Neither of the Company nor any of its Representatives has employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with any of the Contemplated Transactions for which the Buyer would be liable.

Section 2.21 Stockholder Vote Required. The affirmative vote of the holders of a majority of the outstanding shares of Common Stock is the only vote of the holders of such stock necessary to approve and adopt this Agreement and the Contemplated Transactions.

Section 2.22 Absence of Questionable Payments. None of the Company or, to the Knowledge of the Company, any director, Officer, employee, consultant or other Person acting on behalf of the Company has (a) used any corporate funds for unlawful contributions, payments, gifts or expenditures, (b) made any unlawful expenditures of corporate funds relating to political activity to government officials or others or (c) established or maintained any unlawful or unrecorded corporate funds in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any other applicable domestic or foreign Law. None of the Company or, to the Knowledge of the Company, any director, Officer, employee, consultant or other Person acting on behalf of the Company has offered, paid or agreed to pay to any Person (including any governmental official), or solicited, received or agreed to receive from any such Person, directly or indirectly, any unlawful contributions, payments, gifts, expenditures, money or anything of value for the purpose or with the intent of (a) obtaining or maintaining business for the Company, (b) facilitating the purchase or sale of any product or service, or (c) avoiding the imposition of any fine or penalty.

Section 2.23 Books and Records. The books of account and other books and records of the Company are complete and accurate and have been maintained in accordance with sound business practice, applicable requirements of Law and GAAP consistently applied.

Section 2.24 Bank Accounts; Powers of Attorney. Section 2.24 of the Company Disclosure Schedule sets forth a true, complete and correct list showing: (a) all banks in which the Company maintains a bank account or safe deposit box (collectively, "**Bank Accounts**"), together with, as to each such Bank Account, the type of account, account number and the names of all signatories thereof and, with respect to each such safe deposit box, if any, the number thereof and the names of all Persons having access thereto; and (b) the names of all Persons holding powers of attorney from the Company, true, complete and correct copies of which have been made available to the Buyer.

Section 2.25 Customers and Suppliers. There are no material disputes between the Company, on the one hand, and any of the Major Customers and Suppliers, on the other hand, that relate to the operation of the business of the Company. Since January 1, 2017, none of the Major Customers and Suppliers has terminated, cancelled, not renewed or materially reduced, or notified the Company in writing of its intention to terminate, cancel, not renew or materially reduce, its relationship with the Company.

Section 2.26 Accounts Receivable. Except as set forth in Section 2.26 of the Company Disclosure Schedule, all accounts receivable of the Company have arisen from bona fide transactions in the ordinary course of business, are valid and enforceable and are collectible in the ordinary course of business and not subject to set-off or counterclaim. Any allowances that the Company has established for doubtful accounts have been established on a basis consistent with its prior practice and in accordance with GAAP.

Section 2.27 Certain Transactions. Except as set forth on Section 2.27 of the Company Disclosure Schedule, none of the Stockholders, Officers or directors of the Company, or any of their respective Affiliates or any member of any such Person's immediate family (for this purpose, "immediate family" means such Person's spouse, parents, children and siblings), is presently a party to any Contract or transaction with the Company, including without limitation, any Contract (i) providing for the furnishing of services by, (ii) providing for the rental of real or personal property from, or (iii) otherwise requiring payments to (other than for services in the foregoing capacities) any such Person or any corporation, partnership, trust or other entity in which any such Person has a substantial interest as a Stockholder, officer, director, trustee or partner, and no such Person owns directly or indirectly any interest in (excluding passive investments in less than 1% of the shares of any company that lists its shares on a national securities exchange), or serves as an officer or director or in another similar capacity of, any competitor or customer of the Company or any organization that has a Material Contract with the Company.

Section 2.28 Reliance. The foregoing representations and warranties are made by the Company and the Stockholders with the knowledge and expectation that the Buyer is relying upon them.

Section 2.29 Disclosure. No representation or warranty by the Company or the Stockholders in this Agreement, including the Company Disclosure Schedule, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS

Except as set forth in the Company Disclosure Schedule, each Stockholder, as to itself, herself or himself only, hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, except to the extent certain representations and warranties are limited to a certain date set forth in the applicable section, as follows:

Section 3.1 Ownership of Shares. Such Stockholder owns the number of shares of Common Stock set forth next to such Stockholder's name in Section 2.2 of the Company Disclosure Schedule free and clear of all Encumbrances and, as a result of the Stock Purchase, the Buyer will acquire good, valid and marketable title to such shares of Common Stock free and clear of all Encumbrances, other than those that may be created or incurred by the Buyer. Except as set forth in Section 3.1 of the Company Disclosure Schedule, the Stockholder has not granted any power of attorney with respect to any of the Shares owned by such Stockholder.

Section 3.2 Authority Relative to this Agreement. Such Stockholder has all requisite right, power and authority to execute and deliver the Transaction Documents to which such Stockholder is a party, to perform such Stockholder's obligations thereunder and to consummate the Contemplated Transactions. This Agreement has been, and each of the other Transaction Documents to which the Stockholder is a party will be, duly and validly executed and delivered by such Stockholder and, assuming this Agreement has been, and each of the other Transaction Documents to which the Stockholder is a party will be, duly authorized, executed and delivered by the other parties thereto, this Agreement constitutes, and each of the other Transaction Documents to which the Stockholder is a party will constitute, a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with their respective terms, except as limited by applicable Bankruptcy and Equity Principles.

Section 3.3 Consents and Approvals; No Violations. None of the execution or delivery of any of the Transaction Documents by such Stockholder, the performance by such Stockholder of any of such Stockholder's obligations thereunder, or the consummation of any of the Contemplated Transactions by such Stockholder will (a) require the Stockholder to obtain or make any consent, waiver, approval, exemption, declaration, license, authorization or permit of, or registration or filing with or notification to, any Governmental Entity, (b) require a consent under, result in a material violation or material breach of, constitute (with or without notice or lapse of time or both) a material default (or give rise to any right of termination, cancellation, amendment or acceleration or any obligation) under, or result in the creation of any Encumbrance on any of the properties or assets of such Stockholder pursuant to, any of the terms, conditions or provisions of any Contract to which such Stockholder is a party or by which such Stockholder or any of such Stockholder's properties or assets is bound, or (c) violate any Law of any Governmental Entity applicable to such Stockholder or by which such Stockholder or any of such Stockholder's properties or assets is bound.

Section 3.4 Litigation. There is no action, suit or proceeding pending or, to the Knowledge of such Stockholder, threatened against such Stockholder by or before any Governmental Entity that questions the validity of any of the Transaction Documents or any action to be taken in connection with the consummation of any of the Contemplated Transactions or would otherwise prevent or materially delay the consummation of any of the Contemplated Transactions.

Section 3.5 Brokers and Finders. Such Stockholder has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with any of the Contemplated Transactions for which the Buyer or the Company would be liable.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER

Except as set forth in the Buyer's disclosure schedule provided herewith (the "**Buyer Disclosure Schedule**"), the Buyer hereby represents and warrants to the Company and the Stockholders, as of the date hereof and as of the Closing Date, except to the extent certain representations and warranties are limited to a certain date set forth in the applicable section, as follows:

Section 4.1 Corporate Organization, Etc. The Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Nevada and has all requisite corporate power and authority to conduct its business as it is now being conducted and to own, lease and operate its properties and assets. The Buyer is qualified to do business as a foreign corporation and is in good standing (to the extent such concept is recognized) in each jurisdiction in which the ownership of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing (if applicable) would not, individually or in the aggregate, have a Buyer Material Adverse Effect. True and complete copies of the organizational and governing documents of the Buyer as presently in effect have been heretofore made available to the Company. The Buyer is not in violation of any term or provision of its organizational or governing documents.

Section 4.2 Capitalization. The authorized shares of capital stock of the Buyer consist of (a) 100,000,000 shares of Common Stock, par value \$0.001 per share of the Buyer (the "**Buyer Common Stock**"), of which 53,047,497 shares were outstanding as of November 27, 2017, and (b) 10,000,000 shares of preferred stock, of which no shares were outstanding as of the date hereof. Except for the Buyer Common Stock issued upon exercise of options or warrants, no shares of Buyer Common Stock have been issued between November 27, 2017 and the date hereof. All outstanding shares of Buyer Common Stock are duly authorized, validly issued, fully paid and non-assessable, and issued free from preemptive rights and in compliance with all applicable U.S. state and federal securities Laws. As of the date hereof, except for 33,000 shares of Buyer Common Stock reserved for issuance pursuant to the exercise of outstanding stock options, 2,032,527 shares of Buyer Common Stock reserved for issuance pursuant to the exercise of outstanding warrants, 15,747,752 shares of Buyer Stock reserved for issuance pursuant to the conversion of outstanding November 2017 convertible notes, 3,953,333 shares of Buyer Common Stock issuable upon the conversion of the Buyer's convertible notes, and 1,412,400 shares of Buyer Common Stock issuable under a consulting contract for e-commerce marketing services, there are no outstanding (i) securities convertible into or exchangeable for capital stock of the Buyer, (ii) options, warrants or other rights to purchase or subscribe for capital stock of the Buyer, or (iii) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance of any capital stock of the Buyer, any such convertible or exchangeable securities or any such options, warrants or rights, pursuant to which, in any of the foregoing cases, Buyer is subject or bound.

Section 4.3 Authority Relative to this Agreement. The Buyer has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party, to perform its obligations thereunder and to consummate the Contemplated Transactions. The execution and delivery of the Transaction Documents to which it is a party, the performance of its obligations thereunder and the consummation of the Contemplated Transactions, including, without limitation, the Stock Purchase, have been duly and validly authorized by all required corporate or other action on the part of the Buyer, and no other corporate or other proceedings on the part of Buyer are necessary to authorize the Transaction Documents to which it is a party or to consummate the Contemplated Transactions. This Agreement has been, and each of the other Transaction Documents to which it is a party will be, duly and validly executed and delivered by the Buyer and, assuming this Agreement has been, and each of the other Transaction Documents to which it is a party will be, duly authorized, executed and delivered by the other parties thereto, this Agreement constitutes, and each of the other Transaction Documents to which it is a party will constitute, a legal, valid and binding obligation of the Buyer, enforceable against it in accordance with their respective terms, except as limited by applicable Bankruptcy and Equity Principles. The shares of Buyer Common Stock payable by the Buyer under this Agreement have been duly authorized and, upon issuance in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, issued free from preemptive rights, free and clear of all Encumbrances (other than those created or incurred by any Stockholder) and in compliance with applicable U.S. state and federal securities Laws.

Section 4.4 Consents and Approvals: No Violations. None of the execution or delivery of any of the Transaction Documents by the Buyer, the performance by the Buyer of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Buyer will (a) violate any provision of the organizational or governing documents of the Buyer, (b) require it to obtain or make any consent, waiver, approval, exemption, declaration, license, authorization or permit of, or registration or filing with or notification to, any Governmental Entity, except for such consents, waivers, approvals, exemptions, declarations, licenses, authorizations, permits, registrations, filings and notifications which are listed in Section 4.4 of the Buyer Disclosure Schedule (the “**Buyer Consents**”), (c) require a consent under, result in a material violation or material breach of, constitute (with or without notice or lapse of time or both) a material default (or give rise to any right of termination, cancellation, amendment or acceleration or any obligation) under, or result in the creation of any Encumbrance on any of the properties or assets of the Buyer pursuant to, any of the terms, conditions or provisions of any material Contract to which the Buyer is a party or by which the Buyer or any of its properties or assets is bound, (d) violate any Law of any Governmental Entity applicable to the Buyer or by which the Buyer or any of its properties or assets is bound or (e) require the Buyer to obtain the approval of any holders of any of its capital stock by Law, the Buyer's articles of incorporation or bylaws or otherwise in order for the Buyer to consummate the Stock Purchase and the Contemplated Transactions.

Section 4.5 Litigation. There is no material action, suit, proceeding or investigation pending or, to the Knowledge of the Buyer, threatened against the Buyer or any of their respective properties by or before any Governmental Entity. The Buyer is not subject to any outstanding injunction, writ, judgment, order or decree of any Governmental Entity. There is no action, suit or proceeding pending or, to the Knowledge of the Buyer, threatened against the Buyer by or before any Governmental Entity that questions the validity of any of the Transaction Documents or any action to be taken in connection with the consummation of any of the Contemplated Transactions or would otherwise prevent or materially delay the consummation of any of the Contemplated Transactions.

Section 4.6 Brokers and Finders. The Buyer has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with any of the Contemplated Transactions for which any of the Company or the Stockholders would be liable.

Section 4.7 SEC Filings: Financial Statements.

(a) The Buyer has filed or furnished all forms, reports, statements and other documents (including all exhibits, supplements and amendments thereto) required to be filed or furnished by it with the U.S. Securities and Exchange Commission (the "**SEC**") since November 8, 2016 (such documents, together with all exhibits and schedules thereto and all information incorporated therein by reference, the "**SEC Reports**"). Each SEC Report (including any financial statements or schedules included therein) (i) as of its date of filing or, if applicable, as of the time of its most recent amendment, complied in all material respects with, to the extent in effect at such time, the requirements of the Securities Act or the Exchange Act, as the case may be, including, in each case, the rules and regulations promulgated thereunder, and (ii) as of its date of filing (and, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were or are made, not misleading.

(b) Each of the financial statements (including, in each case, any notes and schedules thereto) included or incorporated by reference in the SEC Reports (collectively, the "**Buyer Financials**") fairly presents in all material respects the financial position, results of operations, cash flows and changes in stockholders' equity of the Buyer and its subsidiaries as at the respective dates thereof and for the respective periods indicated therein except as otherwise noted therein (except that the unaudited interim statements may not contain footnotes and are subject to normal and recurring year-end adjustments) and have been prepared in all material respects in accordance with the applicable rules and regulations promulgated by the SEC and GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto.

(c) Except as set forth in Section 4.7 of the Buyer Disclosure Schedule, the Buyer does not have any liabilities or obligations that have or would reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.8 Absence of Certain Changes or Events. Since November 8, 2016, there has not been any change, circumstance or event which has had, or would reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.9 Reliance. The foregoing representations and warranties are made by the Buyer with the knowledge and expectation that the Company and the Stockholders are relying upon them.

Section 4.10 Disclosure. No representation or warranty by the Buyer in this Agreement, including the Buyer Disclosure Schedule, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made.

ARTICLE V COVENANTS

Section 5.1 Conduct of the Business of the Company Pending the Closing. Except as otherwise expressly provided by this Agreement or with the prior written consent of Buyer (which may not be unreasonably withheld, delayed or conditioned), during the period between the date of this Agreement and the Closing, the Company will conduct its business and operations in the ordinary and usual course of business, in substantially the same manner as heretofore conducted, and use commercially reasonable efforts consistent therewith to preserve intact its properties, assets and business organization, to keep available the services of its officers, employees, consultants and contractors and to maintain its business relationships with customers, suppliers, distributors and others having commercially beneficial business relationships with it. Without limiting the generality of the foregoing, the Company will not, prior to the Closing, without the prior written consent of the Buyer (which may not be unreasonably withheld, delayed or conditioned):

(a) issue, sell or pledge, or authorize or propose the issuance, sale or pledge of, any (i) additional shares of capital stock, or securities convertible into or exchangeable for any such shares, or any rights, warrants or options to acquire any such shares or other convertible or exchangeable securities, or (ii) other securities in respect of, in lieu of, or in substitution for, any shares of capital stock outstanding on the date hereof;

(b) split, combine or reclassify any shares of its capital stock;

- (c) declare or pay any dividend or distribution to any Stockholder;
- (d) redeem, purchase or otherwise acquire any outstanding shares of capital stock;
- (e) propose or adopt any amendment to any of its organizational or governing documents;

(f) (i) incur or assume any long-term or short-term debt or issue any debt securities; (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person; (iii) make any loans, advances or capital contributions to, or investments in, any other Person; (iv) pledge or otherwise encumber shares of its capital stock; or (v) mortgage or pledge any of its assets, tangible or intangible, or create or suffer to exist any Encumbrance thereupon;

(g) (i) increase in any manner the rate or terms of compensation or benefits of any of its directors, Officers, employees, consultants or contractors, except for increases to employees (other than Officers), consultants or contractors made in the ordinary course of business, (ii) except as set forth in Section 5.1(g) of the Company Disclosure Schedule, pay or agree to pay any pension, retirement allowance or other benefit not required or permitted by any existing Benefit Plan or Employee Arrangement to any director, officer, employee, consultant or contractor, whether past or present, or (iii) except as set forth on Section 5.1(g) of the Company Disclosure Schedule, adopt, enter into, terminate or amend any Benefit Plan or Employee Arrangement, other than, with respect to Employee Arrangements, in the ordinary course of business;

(h) acquire, sell, lease or dispose of any assets outside the ordinary and usual course of business;

(i) acquire (by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or entity or division thereof or any equity interest therein;

(j) settle or compromise any pending or threatened suit, action, proceeding or, other than in the ordinary course of business, claim;

(k) fail to comply in any material respect with any Law or Permit applicable to it or any of its assets or allow any Permit to lapse;

(l) sell, dispose of, or permit to lapse, or, other than in the ordinary course of business, license, any rights to any material Intellectual Property;

(m) change any of its banking or safe deposit arrangements;

(n) fail to maintain its books, accounts and records in the ordinary course on a basis consistent with prior years or make any change in the accounting principles, methods or practices used by it;

- (o) amend, modify, waive any material provision of or terminate any Material Contract or enter into any Contract which, if entered into prior to the date hereof, would have been a Material Contract, in each case other than in the ordinary course of business;
- (p) make any capital expenditures in excess of \$10,000 in the aggregate;
- (q) satisfy, discharge, waive or settle any liabilities, other than in the ordinary course of business;
- (r) (i) fail to timely file any Tax Return that is due, (ii) file any amended Tax Return or claim for refund, (iii) consent to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment, (iv) make any Tax election, or (v) settle or compromise any Tax liability; or
- (s) take or agree in writing to take any of the actions described in this Section 5.1 or any action that would make any of the representations or warranties contained in this Agreement untrue, incomplete or incorrect in any material respect.

Section 5.2 Access to Information. From the date of this Agreement to the Closing, the Company will (a) give the Buyer and its authorized Representatives reasonable access to all personnel, books, records, offices and other facilities and properties of the Company, (b) permit the Buyer and its authorized Representatives to make such inspections thereof as the Buyer may reasonably request, and (c) cause the Officers and employees of the Company to furnish the Buyer with such financial and operating data and other information with respect to the business and operations of the Company as the Buyer may from time to time reasonably request. From the date of this Agreement to the Closing, the Buyer will (a) permit the Company and its authorized Representatives to make such inspections thereof as the Company may reasonably request, and (b) cause the officers and employees of the Buyer to furnish the Company with such financial and operating data and other information with respect to the business and operations of the Buyer as the Company may from time to time reasonably request; provided, however, that all access under this Section 5.2 shall be conducted at a reasonable time, during normal business hours, on reasonable advance notice and in such a manner as not to interfere unreasonably with the operation of the business of the Company or the Buyer, as applicable. No investigation under this Section 5.2 shall affect or be deemed to modify any of the representations or warranties made by any of the Buyer, the Company or the Stockholders in this Agreement.

Section 5.3 Disclosure Supplements. From time to time prior to the Closing, the Company will supplement or amend the Company Disclosure Schedule with respect to any matter hereafter arising or of which the Company becomes aware after the date hereof which, if existing, occurring or known at or prior to the date of this Agreement, would have been required to be set forth or described in the Company Disclosure Schedule or which is necessary to complete or correct any information in the Company Disclosure Schedule or in any representation or warranty which has been rendered inaccurate thereby (each a "**Schedule Supplement**").

Section 5.4 Consents and Approvals. Each of the parties hereto shall use its commercially reasonable efforts to obtain as promptly as practicable all consents, waivers, approvals, exemptions, licenses and authorizations required to be obtained from any Person or Governmental Entity in connection with the consummation of any of the Contemplated Transactions; provided, however, that no party is required to make any payment to any Person or Governmental Entity to obtain any consents, waivers, approvals, exemptions, licenses or authorizations.

Section 5.5 Filings. Promptly after the execution of this Agreement, each of the parties hereto shall prepare and make or cause to be made any required filings, registrations, submissions and notifications under the Laws of any jurisdiction to the extent necessary to consummate any of the Contemplated Transactions.

Section 5.6 Further Assurances.

(a) Upon the terms and subject to the conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken all actions, and to do or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Contemplated Transactions. In furtherance and not in limitation of the covenants of the parties contained in this Section, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any Contemplated Transaction, each of the Buyer, the Company and the Stockholders will cooperate in all respects with each other and use his or its respective commercially reasonable efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of any of the Contemplated Transactions; provided, however, that no party is required to make any payment to any Person (other than its Representatives) in connection with the foregoing.

(b) The Company and the Stockholders will use their commercially reasonable efforts to have key employees of the Company identified by the Buyer execute and deliver to Buyer a non-competition and non-solicitation agreement, containing restrictions similar to those set forth in Section 6.5(a) and (b) of this Agreement, provision for injunctive relief and indemnification for breaches of such agreement and otherwise containing the Buyer's customary terms and conditions. In addition, the Company and the Stockholders will use their commercially reasonable efforts to have other employees of the Company, identified by the Buyer on or before the Closing Date, execute and deliver to the Buyer a confidentiality and assignment of inventions agreement containing the Buyer's customary terms and conditions, a copy of which has been provided to the Company before the date hereof.

Section 5.7 Conduct of the Business of the Buyer Pending the Closing. Except as otherwise expressly provided by this Agreement or with the prior written consent of the Company (which may not be unreasonably withheld, delayed or conditioned), during the period between the date of this Agreement and the Closing, the Buyer covenants and agrees that (a) it shall not amend its articles of incorporation or bylaws in a manner, or take any other action that will be, materially adverse to the Company or the Stockholders, it being understood that the Buyer filed with the SEC a preliminary information statement on Schedule 14A on November 30, 2017, which would not be deemed to be materially adverse to the Company or the Stockholders.

ARTICLE VI
ADDITIONAL AGREEMENTS

Section 6.1 Acquisition Proposals. Neither the Company nor the Stockholders will, nor will any of them authorize or permit any officer, director, employee, consultant or contractor or any investment banker, attorney, accountant or other agent or Representative of the Company or any of the Stockholders acting on any of their behalf to, directly or indirectly, (a) solicit, initiate or intentionally encourage the submission of any Acquisition Proposal or (b) participate in any discussions or negotiations regarding, or furnish to any Person any information in respect of, or take any other action to facilitate, any Acquisition Proposal or any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal. Immediately after the execution and delivery of this Agreement, each of the Company and the Stockholders will, and will cause its officers, directors, employees, investment bankers, attorneys, accountants and other agents and Representatives to, cease and terminate any existing activities, discussions or negotiations with any parties conducted heretofore in respect of any possible Acquisition Proposal and will promptly inform the Buyer of the receipt of any subsequent Acquisition Proposal. Each of the Company and the Stockholders will take all necessary steps to promptly inform the individuals or entities referred to in the first sentence of this Section 6.1 of the obligations undertaken in this Section 6.1. **"Acquisition Proposal"** means an inquiry, offer or proposal regarding any of the following (other than the Contemplated Transactions) involving the Company: (i) any merger, consolidation, share exchange, recapitalization, business combination or other similar transaction; (ii) any sale of shares of capital stock or other equity interests or securities; (iii) any sale, lease, exchange, mortgage, pledge, Transfer or other disposition of all or any material portion of its assets in a single transaction or series of transactions; or (iv) any public announcement of a proposal, plan or intention to do any of the foregoing or any agreement to engage in any of the foregoing.

Section 6.2 Public Announcements. The Buyer, on the one hand, and the Company and the Stockholders, on the other hand, will consult with one another before issuing any press release or otherwise making any public statements in respect of any of the Contemplated Transactions, including the Stock Purchase, and will not issue any such press release or make any such public statement without the prior written consent of the other party (which may be given by the Stockholders' Agent on behalf of the Stockholders); provided, however, that (a) following the execution of this Agreement, the Buyer shall determine, in its sole discretion, whether or not to issue any public announcement with respect to the Contemplated Transactions and the content thereof (provided, however, that the Buyer shall consult with and consider any comments from the Stockholders' Agent regarding the content of any such announcement) and (if the Buyer so chooses, in its sole discretion) may issue such public announcement, and (b) any party may at any time make disclosures regarding the Contemplated Transactions if it is advised by legal counsel that such disclosure is required under applicable Law or by a Governmental Entity or any listing agreement with a public securities exchange, in which case the disclosing party will (i) consult with the other parties hereto prior to such disclosure, and (ii) seek confidential treatment for such portions of such disclosure as are reasonably requested by any other party hereto.

Section 6.3 Indemnification.

(a) Indemnification by the Stockholders. Subject to the other terms of this Section 6.3, the Stockholders will, severally but not jointly, defend, indemnify and hold harmless the Buyer and its Representatives (collectively, the “**Buyer Indemnified Parties**”), from and against and in respect of any and all losses, liabilities, obligations, claims, actions, damages, judgments, penalties, fines, settlements and expenses, including reasonable attorneys’ fees (collectively, “**Losses**”), incurred by any of the Buyer Indemnified Parties arising out of, based upon or related to (i) any inaccuracy or breach of any of the representations or warranties made by any of the Company or the Stockholders in this Agreement, (ii) any breach of or failure to comply with any covenant or agreement made by any of the Company or the Stockholders in this Agreement, or (iii) any Company Taxes for any Tax period (or portion thereof) ending on or prior to the Closing Date.

(b) Indemnification by the Buyer. Subject to the other terms of this Section 6.3, the Buyer will defend, indemnify and hold harmless the Stockholders and each of their respective Representatives (collectively, the “**Stockholder Indemnified Parties**”) from and against and in respect of any and all Losses incurred by any of the Stockholder Indemnified Parties arising out of, based upon or related to (i) any inaccuracy or breach of any of the representations or warranties made by the Buyer in this Agreement, or (ii) any breach of or failure to comply with any covenant or agreement made by the Buyer in this Agreement.

(c) Indemnification Procedure.

(i) The Person seeking indemnification under this Section 6.3 (the “**Indemnified Party**”) shall give to the party(ies) from whom indemnification is sought (the “**Indemnifying Party**”) prompt written notice (in the case of indemnification under Section 6.3(a), such notice shall be given to the Stockholders’ Agent) of any third-party claim which may give rise to any indemnity obligation under this Section 6.3, and the Indemnifying Party will have the right to assume the defense of any such claim through counsel of its own choosing, by so notifying the Indemnified Party within ten (10) days of receipt of the Indemnified Party’s written notice; provided, however, that such counsel shall be reasonably satisfactory to the Indemnified Party. Failure of the Indemnified Party to give prompt notice shall not affect the Indemnifying Party’s indemnification obligations hereunder except to the extent the Indemnifying Party is materially prejudiced by such failure. If the Indemnified Party desires to participate in any such defense assumed by the Indemnifying Party, it may do so at its sole cost and expense; provided, however, that the Indemnified Party will be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if, in the reasonable judgment of counsel to the Indemnified Party, a conflict or potential conflict exists, or there are separate or additional defenses available to the Indemnified Party, that would make such separate representation advisable. If the Indemnifying Party declines to assume any such defense or fails to diligently pursue any such defense, then the Indemnifying Party will be liable for all reasonable costs and expenses incurred by the Indemnified Party in connection with investigating, defending, settling and/or otherwise dealing with such claim, including reasonable fees and disbursements of counsel. The parties hereto agree to cooperate with each other in connection with the defense of any such claim. The Indemnifying Party will not, without the prior written consent of the Indemnified Party, settle, compromise, or consent to the entry of any judgment with respect to any such claim, unless such settlement, compromise or judgment (A) does not result in the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnified Party or any Affiliate thereof, (B) does not involve any remedies other than monetary damages, and (C) includes an unconditional release of the Indemnified Party and its Affiliates for all liability arising out of such claim and any related claim. The Indemnified Party will not, without the prior written consent of the Indemnifying Party, which will not be unreasonably withheld, delayed or conditioned, settle, compromise, or consent to the entry of any judgment with respect to any such claim.

(ii) If an indemnification claim by any Indemnified Party is not disputed by the Indemnifying Party within thirty (30) days after the Indemnifying Party's having received written notice thereof, or has been resolved by a Law of a Governmental Entity, by a settlement of the indemnification claim in accordance with Section 6.3(c)(i) or by agreement of the Indemnified Party and the Indemnifying Party (any of the foregoing, a "**Resolution**"), then (A) in the case of indemnification under Section 6.3(b), the Buyer will pay to the Stockholder Indemnified Party promptly following such Resolution an amount in cash equal to the Losses of such Stockholder Indemnified Party as set forth in such Resolution, or (B) in the case of indemnification under Section 6.3(a), the Buyer will deliver evidence of such Resolution to the Stockholders' Agent, whereupon the Stockholders' Agent will deliver to the Buyer Indemnified Party an amount equal to the Losses of such Buyer Indemnified Party as set forth in such Resolution. In addition, at the election of the Stockholders' Agent, the amount to be delivered to the Buyer Indemnified Party may be partially or fully satisfied out of any cash or Buyer Common Stock received by the Stockholders.

(d) Limitations.

(i) The foregoing indemnification obligations will survive the consummation of the Stock Purchase for a period of two (2) years following the Closing Date; provided, however, that the right to indemnification arising out of, based upon or related to any inaccuracy or breach of any of the representations or warranties contained in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.13, 2.19, 2.20, 2.21, 3.1, 3.2, 3.3, 3.5, 3.6, 4.1, 4.2, 4.3, 4.4 and 4.6 and the first sentence of Section 2.14(a) (collectively, the "**Fundamental Representations**") will survive until the expiration of the applicable statute of limitations, including any extensions thereof, or, if no statute of limitations is applicable thereto, for a period of four (4) years after the Closing Date; and provided, further, that claims first asserted in writing within the applicable survival period will not thereafter be barred.

(ii) Except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation, or any indemnification claims arising out of, based upon or related to any of the Fundamental Representations (none of which are subject to the limitations in this Section 6.3(d)(ii)), the Stockholders will have no liability to the Buyer Indemnified Parties for indemnification claims brought under Section 6.3(a)(i) until the total amount of Losses in respect of indemnification claims under such section exceeds \$50,000 in the aggregate, and then the Buyer Indemnified Parties will be entitled to recover only such amounts in excess of \$50,000 (which threshold, for the avoidance of doubt, will be determined by aggregating all such indemnification claims rather than on a per claim basis).

(iii) (A) Except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation, or any indemnification claims arising out of, based upon or related to any of the Fundamental Representations (none of which will be counted towards the Representations Claims Cap), the maximum liability of the Stockholders for any and all Losses in respect of indemnification claims brought under Section 6.3(a) (i) shall be limited to an amount equal to \$870,000 (the “**Representations Claims Cap**”), which is the cash Purchase Price plus the amount under the Promissory Note and Pledge Agreement and the cash payment to BankUnited, and (B) except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation (none of which will be counted towards the Aggregate Claims Cap), the maximum liability of the Stockholders for any and all Losses in respect of indemnification claims brought under Section 6.3(a) shall be limited to an amount equal to the Purchase Price paid to or earned by the Stockholders (the “**Aggregate Claims Cap**”).

(iv) Except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation, or any indemnification claims arising out of, based upon or related to any of the Fundamental Representations (none of which are subject to the limitations in this Section 6.3(d)(iv)), the Buyer will have no liability to the Stockholder Indemnified Parties for indemnification claims brought under Section 6.3(b)(i) until the total amount of Losses in respect of indemnification claims under such section exceeds \$50,000 in the aggregate, and then the Stockholder Indemnified Parties will be entitled to recover only such amounts in excess of \$50,000 (which threshold, for the avoidance of doubt, will be determined by aggregating all such indemnification claims rather than on a per claim basis).

(v) (A) Except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation, or any indemnification claims arising out of, based upon or related to any of the Fundamental Representations (none of which will be counted towards the Representations Claims Cap), the maximum liability of Buyer for any and all Losses in respect of indemnification claims brought under Section 6.3(b)(i) shall be limited to an amount equal to the Representations Claims Cap, and (B) except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation (none of which will be counted towards the Aggregate Claims Cap), the maximum liability of Buyer for any and all Losses in respect of indemnification claims brought under Section 6.3(b) shall be limited to an amount equal to the Aggregate Claims Cap.

(vi) The right of an Indemnified Party to indemnification hereunder will not be affected by any investigation conducted, or any knowledge acquired (or capable of being acquired), at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of, or compliance with, any of the representations, warranties, covenants or agreements set forth in this Agreement, except that, in such event, an Indemnified Party will not be entitled to indemnification with respect to any inaccuracy or breach of any representation, warranty, covenant or agreement that would result in the failure of a condition set forth in Article VII if (i) the Indemnifying Party provided notice under Section 6.4 with respect to such inaccuracy or breach and (ii) the failure of such condition provides the Indemnified Party the right to terminate this Agreement under Article VIII (without regard to notices or cure periods) or the ability to not consummate the transactions contemplated hereby.

(vii) Notwithstanding anything to the contrary contained in this Section 6.3, the other Stockholders shall not be liable for any liability with respect to indemnification claims related solely to the inaccuracy or breach by an individual Stockholder of any of his representations or warranties under Article III or covenants under Section 6.5, and the Stockholder responsible for such inaccuracy or breach will be liable for the full amount of the related indemnification claims, subject to the other limitations set forth in this Section 6.3(d).

(viii) In calculating the amount of Losses recoverable pursuant to this Section 6.3, the amount of such Losses shall be reduced by (A) any insurance proceeds actually received by the Indemnified Party from any unaffiliated insurance carrier offsetting the amount of such Loss, net of any expenses incurred by the Indemnified Party in obtaining such insurance proceeds (including the payment of a deductible with respect to the same and any premium increase directly attributable thereto), and (B) any recoveries actually received by the Indemnified Party from other Persons pursuant to indemnification (or otherwise) with respect thereto, net of any expenses incurred by the Indemnified Party in obtaining such payment. If any Losses for which indemnification payments have actually been received by the Indemnified Party hereunder are subsequently reduced by any insurance payment or other recovery actually received from another Person, the Indemnified Party shall promptly remit the amount of such recovery to the applicable Indemnifying Party (up to the amount of the payment by the applicable Indemnifying Party, after deducting therefrom the full amount of the expenses incurred by such Indemnified Party (i) in procuring such recovery or (ii) in connection with such indemnification to the extent required to be, but which have not been, paid or reimbursed).

(ix) Notwithstanding anything in this Agreement to the contrary, no Stockholder shall be liable to any Buyer Indemnified Party, and Buyer shall not be liable to any Stockholder Indemnified Party, for any punitive damages.

(x) Following the Closing Date, the sole and exclusive remedy of the Buyer Indemnified Parties and the Stockholder Indemnified Parties with respect to any and all claims relating to this Agreement, the Company Disclosure Schedule, the Buyer Disclosure Schedule or any of the certificates delivered pursuant to Section 7.2(d) or Section 7.3(d) shall be indemnification in accordance with this Section 6.3, except with respect to any claim arising out of, based upon or related to fraud or intentional misrepresentation or a breach of any of the covenants set forth in Article I, and provided that any claims under the other Transaction Documents shall not be limited by this section and shall be subject to any applicable remedies thereunder. Each Indemnified Party entitled to indemnification hereunder shall use commercially reasonable efforts to mitigate Losses for which it seeks indemnification hereunder, and the costs and expenses incurred in connection with such mitigation efforts shall be deemed Losses for purposes of this Section 6.3.

(e) The parties to this Agreement agree to treat any indemnity payment made pursuant to Section 6.3 as an adjustment to the aggregate Purchase Price for federal, state, local and foreign income tax purposes.

Section 6.4 Notification of Certain Matters. From the date of this Agreement to the Closing, the Company or the Stockholders' Agent (on behalf of the applicable Stockholder(s)), as applicable, will give prompt notice to the Buyer, and the Buyer will give prompt notice to the Company and the Stockholders' Agent, of (a) the occurrence or nonoccurrence of any event the occurrence or nonoccurrence of which would be likely to cause any representation or warranty made by it contained in this Agreement to be untrue or inaccurate in any material respect at or prior to the Closing, (b) any failure of the Company, any Stockholder or the Buyer, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder, (c) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with any of the Contemplated Transactions, (d) in the case of the Company, any facts or circumstances that could reasonably be expected to result in a Company Material Adverse Effect, or (e) in the case of the Buyer, any facts or circumstances that could reasonably be expected to result in a Buyer Material Adverse Effect; provided, however, that the delivery of any notice pursuant to this Section 6.4 will not cure such breach or non-compliance or limit or otherwise affect the rights, obligations or remedies available hereunder to the party receiving such notice.

Section 6.5 Non-Competition. As a material inducement to the Buyer's consummation of the Contemplated Transactions, including, without limitation, the Buyer's acquisition of the goodwill associated with the business of the Company, each of the Stockholders agrees as to subsections (a)-(d) below. Notwithstanding anything to the contrary contained herein, except as set forth in Section 6.5(a), to the extent of any conflict between the Consulting Agreement and this Section 6.5, the terms hereof shall control.

(a) Such Stockholder will not, for a period of two (2) years following the Closing Date (or, with respect to Mr. Blanton, if longer, co-terminus with the non-compete provisions in the Consulting Agreement) (computed by excluding from such computation any time during which such Stockholder is found by a court of competent jurisdiction to have been in violation of any provision of this Section 6.5(a)) (the "**Restricted Period**"), directly or indirectly, for himself or on behalf of or in conjunction with any other Person, engage in, invest in or otherwise participate in (whether as an owner, employee, officer, director, manager, consultant, independent contractor, agent, partner, advisor, or in any other capacity) any business that competes with the business of the Company (such business, the "**Restricted Business**") in any Restricted Area, or at any time following the Closing Date make any use of any Company Intellectual Property other than in connection with the business of the Company. Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit the acquisition as a passive investment of not more than five percent (5%) of the capital stock of a competing business whose stock is traded on a national securities exchange or over-the-counter and shall not be deemed to prohibit the acquisition of any capital stock of the Buyer, or prohibit Ted Blanton, Sr. from engaging and/or performing accident investigation expert work, litigation support, or lift and equipment audits.

(b) Such Stockholder will not, for a period of two (2) years following the Closing Date (or, with respect to Mr. Blanton, if longer, co-terminus with the non-solicitation provisions in the Consulting Agreement) (computed by excluding from such computation any time during which such Stockholder is found by a court of competent jurisdiction to have been in violation of any provision of this Section 6.5(b)), directly or indirectly, for himself or on behalf of or in conjunction with any other Person, (i) solicit or hire (or assist or encourage any other Person to solicit or hire), or otherwise interfere in any manner with any employee, consultant or strategic partner of any of the Buyer, the Company, or any of the Buyer's subsidiaries (each, a "**Restricted Entity**"), other than by general public advertisement or other such general solicitation not specifically targeted at any such Person, (ii) induce or request any customer of any Restricted Entity to reduce, cancel or terminate its business with such Restricted Entity or otherwise interfere in any manner in any Restricted Entity's business relationship with any of its customers, or (iii) solicit or accept business from any customer of any Restricted Entity in connection with a Restricted Business. For purposes of this Section 6.5(b), a Person shall be deemed to be an employee, consultant, customer or strategic partner of any Restricted Entity if any such relationship existed or exists at any time (A) during the thirty (30) days prior to the execution of this Agreement or (B) after the Closing Date and during the operation of this provision, and any such Person shall cease to have the applicable status one year after the termination of any such relationship. Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit Ted Blanton, Sr. from engaging and/or performing accident investigation expert work, litigation support, or lift and equipment audits.

(c) Such Stockholder agrees that the foregoing covenants are reasonable with respect to their duration, geographic area and scope, to protect, among other things, the Buyer's acquisition of the goodwill associated with the business of the Company. If a judicial or arbitral determination is made that any provision of this Section 6.5 constitutes an unreasonable or otherwise unenforceable restriction against a Stockholder, then the provisions of this Section 6.5 shall be rendered void with respect to such Stockholder only to the extent such judicial or arbitral determination finds such provisions to be unenforceable. In that regard, any judicial or arbitral authority construing this Section 6.5 shall be empowered to sever any prohibited business activity, time period or geographical area from the coverage of any such agreements and to apply the remaining provisions of this Section 6.5 to the remaining business activities, time periods and/or geographical areas not so severed. Moreover, in the event that any provision, or the application thereof, of this Section 6.5 is determined not to be specifically enforceable, the Buyer may be entitled to recover monetary damages as a result of the breach of such agreement.

Such Stockholder acknowledges that he has carefully read and considered the provisions of this Section 6.5. Such Stockholder acknowledges that he has received and will receive sufficient consideration and other benefits to justify the restrictions in this Section 6.5. Such Stockholder also acknowledges and understands that these restrictions are reasonably necessary to protect interests of the Buyer, including, without limitation, protection of the goodwill acquired, and such Stockholder acknowledges that such restrictions will not prevent him from conducting businesses that are not included in the Restricted Business set forth in this Section 6.5 during the periods covered by the restrictive covenants set forth in this Section 6.5. Such Stockholder also acknowledges that the Contemplated Transactions constitute full and adequate consideration for the execution and enforceability of the restrictions set forth in this Section 6.5.

Section 6.6 Consulting and Related Matters.

(a) A Consulting Agreement, in the form attached as Exhibit B hereto (the "**Consulting Agreement**"), shall be executed by Mr. Blanton at, and shall be a condition precedent for, Closing. Under the Consulting Agreement, Mr. Blanton shall be entitled to receive a consulting fee of \$100,000 per year. The Consulting Agreement shall have a three-year term and provide for other terms customary for consulting arrangements of this type; the final terms of which will be mutually agreed upon by both the Buyer and Mr. Blanton. No rights to such consulting position will exist unless and until such Consulting Agreement is executed and delivered.

(b) Nothing contained herein, express or implied: (i) shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement, (ii) shall alter or limit the Buyer's or the Company's ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement as long as the Buyer otherwise satisfies its obligations under this Section 6.6, (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment, or (iv) is intended to confer upon any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees) any right as a third-party beneficiary of this Agreement.

Section 6.7 Tax Covenants.

(a) To the extent permitted under applicable Law, the Company shall close or terminate (or cause to be closed or terminated), as of the close of business on the Closing Date, each Tax period relating to any Company Tax or Company Tax Return.

(b) To the extent not filed prior hereto, the Stockholders' Agent will prepare or cause to be prepared, in accordance with applicable Law and consistent with past practice of the Company, each Company Tax Return for each Pre-Closing Period. At least twenty (20) days prior to the date on which a Company Tax Return for a Pre-Closing Period is due (after taking into account any valid extension), the Stockholders' Agent will deliver such Company Tax Return to the Buyer. No later than fifteen (15) days prior to the date on which a Company Tax Return for a Pre-Closing Period is due (after taking into account any valid extension), Buyer may make reasonable changes and revisions to such Company Tax Return (provided that any changes do not require the Company to incur any additional tax obligations). The Stockholders' Agent will cooperate fully in making any reasonable changes and revisions to any Company Tax Return for a Pre-Closing Period. At least three (3) days prior to the date on which a Company Tax Return (as reasonably revised by the Buyer) for a Pre-Closing Period is due (after taking into account any valid extension), the Stockholders will pay to the Buyer an amount equal to any Company Tax due with respect to such Company Tax Return, and the Buyer will file such Company Tax Return.

(c) Buyer will prepare and file each Company Tax Return for any Post-Closing Period or any Straddle Period in accordance with applicable Law. At least twenty (20) days prior to the date on which a Company Tax Return for a Straddle Period is due (after taking into account any valid extension), Buyer will deliver such Company Tax Return to the Stockholders' Agent. No later than fifteen (15) days prior to the date on which a Company Tax Return for any Straddle Period is due (after taking into account any valid extension), the Stockholders' Agent may make reasonable changes and revisions to such Company Tax Return. Buyer will cooperate fully in making any reasonable changes and revisions to any Company Tax Return for any Straddle Period. At least three (3) days prior to the date on which such Company Tax Return (as reasonably revised by the Stockholders' Agent) for a Straddle Period is due (after taking into account any valid extension), the Stockholders will pay to the Buyer an amount equal to the Company Tax on such Company Tax Return to the extent such Company Tax relates, as determined under Section 6.7(d), to the portion of such Straddle Period ending on and including the Closing Date.

(d) In the case of a Company Tax payable for a Straddle Period, the portion of such Company Tax that relates to the portion of the Straddle Period ending on the Closing Date will (i) in the case of a Tax other than a Tax based upon or related to income, employment, sales or other transactions, franchise or receipts, be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of all of the days in the Straddle Period; and (ii) in the case of a Tax based upon or related to income, employment, sales or other transactions, franchise or receipts, be deemed equal to the amount that would be payable if the Straddle Period ended on the Closing Date and such Tax was based on an interim closing of the books as of the close of business on the Closing Date.

(e) Each party will promptly forward to the other a copy of all written communications from any Governmental Entity relating to any Company Tax or Company Tax Return for a Pre-Closing Period or Straddle Period. Upon reasonable request, each party will make available to the other all information, records and other documents relating to any Company Tax or any Company Tax Return for a Pre-Closing Period or Straddle Period. The parties will preserve all information, records and other documents relating to a Company Tax or a Company Tax Return for a Pre-Closing Period or Straddle Period until the date that is six (6) months after the expiration of the statute of limitations applicable to the Company Tax or the Company Tax Return. Prior to transferring, destroying or discarding any information, records or documents relating to any Company Tax or any Company Tax Return for a Pre-Closing Period or Straddle Period, the applicable Stockholder will give to Buyer reasonable written notice and, to the extent Buyer so requests, such Stockholder will permit Buyer to take possession of all such information, records and documents. In addition, the parties will cooperate with each other in connection with all matters relating to the preparation of any Company Tax Return or the payment of any Company Tax for a Pre-Closing Period or Straddle Period and in connection with any audit, action, suit, claim or proceeding relating to any such Company Tax or Company Tax Return, and Buyer will have the right to control any such audit, action, suit, claim or proceeding. Nothing in this Section 6.7(e) will affect or limit any indemnity or similar provision or any representations, warranties or obligations of any of the parties. Each party will bear its own costs and expenses in complying with the provisions of this Section 6.7(e).

(f) Buyer shall be liable for and each shall pay when due one hundred percent (100%) of all Transfer Taxes incurred in connection with this Agreement or any of the Contemplated Transactions. The party required by any legal requirement to file a Tax Return or other documentation with respect to such Transfer Taxes shall do so within the time period prescribed by Law, and the other party shall promptly reimburse such party for any Transfer Taxes for which the other party is responsible upon receipt of notice that such Transfer Taxes are payable. The Stockholders will be jointly and severally liable for the Stockholders' portion of such Transfer Taxes. To the extent permitted by any applicable legal requirement, the parties hereto shall cooperate in taking reasonable steps to minimize any Transfer Taxes. "**Transfer Taxes**" shall mean any transfer, documentary, sales, use, stamp, registration and other substantially similar Taxes and fees.

(g) None of the Stockholders will make or request a refund of any Company Tax or with respect to any Company Tax Return or amend any Company Tax Return, unless the Buyer, in its reasonable discretion, consents in writing thereto. The Buyer will not be obligated to seek or request any refund of any Company Tax or amend any Company Tax Return, unless Buyer is reimbursed for out-of-pocket costs incurred in preparing such Tax Return and Buyer determines in its reasonable discretion that neither the Buyer nor any of its subsidiaries will be adversely impacted by filing such Tax Return.

(h) Any Tax sharing or similar agreement with respect to or involving the Company will be terminated as of the Closing Date, without liability to any party, and will have no further effect for any year (whether the current year, a future year or a past year). Any amounts payable under any Tax sharing or similar agreement will be cancelled as of the Closing Date, without any liability to the Company.

Section 6.8 Stockholders' Agent.

(a) Each of the Stockholders hereby authorizes, directs and appoints Mr. Blanton (the "**Stockholders' Agent**") to act as sole and exclusive agent, attorney-in-fact and representative of such Stockholder with respect to all matters arising under, in connection with or relating to this Agreement or any of the other Transaction Documents, including, without limitation, (i) asserting, defending, prosecuting, litigating, arbitrating, negotiating, settling, releasing and resolving any matters, claims (including indemnification claims and claims for Losses), differences, disputes and controversies of any nature whatsoever under any of the Transaction Documents, (ii) entering into amendments of this Agreement and waivers of any of the provisions of this Agreement, (iii) determining, giving and receiving notices and processes under any of the Transaction Documents, (iv) performing the rights and duties expressly assigned to the Stockholders' Agent hereunder and under the other Transaction Documents, (v) engaging and employing agents and Representatives on behalf of such Stockholders and the Stockholders' Agent in connection with all such matters under any of the Transaction Documents, (vi) entering into agreements (including releases) on behalf of such Stockholders with respect to any of the foregoing, and (vii) taking all actions and incurring all expenses as the Stockholders' Agent shall reasonably deem necessary or prudent in connection with any of the foregoing; all on such terms and in such manner as he deems appropriate in his sole and absolute discretion. Any such actions taken, exercises of rights, power or authority, and any decision, determination, waiver, amendment or agreement made by the Stockholders' Agent consistent herewith, shall be absolutely and irrevocably binding on such Stockholder as if such Stockholder personally had taken such action, exercised such rights, power or authority or made such decision, determination, waiver, amendment or agreement in such Stockholder's individual capacity, and no such Stockholder shall have the right to object, dissent, protest or otherwise contest the same. Any action required to be taken by such Stockholder hereunder or under any of the other Transaction Documents or any such action which a Stockholder, at his or her election, has the right to take hereunder or under any of the other Transaction Documents, shall be taken only and exclusively by the Stockholders' Agent and no Stockholder acting on his own shall be entitled to take any such action. The Stockholders' Agent will, in a reasonably prompt manner, provide written notice to each such Stockholder of any action taken by the Stockholders' Agent pursuant to the authority delegated under this Section.

(b) The appointment of the Stockholders' Agent as such Stockholder's attorney-in-fact revokes any power of attorney heretofore granted that authorized any other Person or Persons to represent such Stockholder with regard to any or all of the Transaction Documents. The appointment of the Stockholders' Agent as attorney-in-fact pursuant hereto is coupled with an interest and is irrevocable.

(c) The Stockholders' Agent hereby accepts the foregoing appointment and agrees to serve in such capacity, subject to the provisions hereof, for the period of time from and after the date hereof without compensation except for the reimbursement from such Stockholders of reasonable out-of-pocket expenses incurred by the Stockholders' Agent in his capacity as such. Each such Stockholder hereby waives all actual or potential conflicts of interest arising out of the Stockholders' Agent's activities or authority as Stockholders' Agent and his relationships with the Company or the Buyer (whether before or after the Closing), whether as an employee, consultant, agent, director, officer, stockholder or other Representative.

(d) Such Stockholders will severally indemnify and hold harmless the Stockholders' Agent from and against any and all Losses arising out of actions taken or omitted to be taken pursuant to the provisions of this Section 6.8 and such other provisions of this Agreement as may be applicable (except in the case of the individual bad faith or willful misconduct of the Stockholders' Agent), including the reasonable fees of attorneys, accountants and other advisors and all costs and expenses of investigation and defense of claims. The several liability of each such Stockholder under this Section 6.8(d) will equal the amount of such Losses multiplied by a fraction, the numerator of which shall be the aggregate Purchase Price to be received by such Stockholder as set forth in Section 1.2(b) of the Company Disclosure Schedule, and the denominator of which shall be the aggregate Purchase Price to be received by all of the Stockholders (other than the Stockholders' Agent) as set forth in Section 1.2(b) of the Company Disclosure Schedule.

(e) Notwithstanding anything to the contrary contained in this Agreement, the Stockholders' Agent shall have no liabilities, duties or responsibilities to the Stockholders except those expressly set forth herein or in any of the other Transaction Documents, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on behalf of any such Stockholder shall otherwise exist against the Stockholders' Agent. The Stockholders' Agent shall not, by virtue of acting as Stockholders' Agent or any of the actions taken in such capacity, be deemed to have assumed any liability or become responsible for any obligation of any such Stockholder to any Person.

(f) The Stockholders' Agent may resign upon written notice to the Stockholders. In the event that the Person named in Section 6.8(a) is unable or unwilling to serve in such capacity under this Section 6.8 at any time, Diana Blanton is hereby designated to serve as agent, attorney-in-fact and representative of each such Stockholder under this Section 6.8 in the place of the Person who is unable or unwilling to so serve. Such successor agent, attorney-in-fact and representative shall thereupon succeed to and become vested with all the rights, powers, privileges and duties under this Section 6.8 of the Person unable or unwilling to so serve. After any Person's resignation or inability to serve under this Section 6.8, the provisions of this Section 6.8 shall continue to inure to his benefit as to any actions taken or omitted to be taken by him pursuant to the authority granted in this Section 6.8.

(g) Each of the Buyer and the Company (i) will be fully protected in relying upon and will be entitled to rely upon, and will have no liability to such Stockholders with respect to, agreements, actions, decisions and determinations of the Stockholders' Agent in connection with this Agreement or any of the Transaction Documents, and (ii) will be entitled to assume that all agreements, actions, decisions and determinations of the Stockholders' Agent in connection with this Agreement or any of the Transaction Documents are fully authorized by and binding upon all of such Stockholders.

(h) The Stockholders' Agent shall not be liable to any of the Stockholders or any of their respective heirs, successors, assigns, personal representatives or Affiliates for any decisions made or actions taken or omitted to be taken by the Stockholders' Agent, except in the case of bad faith or willful misconduct. The Stockholders' Agent may consult with legal counsel of his own choice with respect to all such matters.

Section 6.9 Company Line of Credit. The Company's current line of credit with BankUnited, N.A. will be self-liquidated within a period of one hundred twenty (120) days after the Closing Date. During this period, the Buyer and the Stockholders shall work together in good faith using commercially reasonable efforts to ensure adequate working capital for the Company.

ARTICLE VII

CONDITIONS TO CONSUMMATION OF THE STOCK PURCHASE

Section 7.1 Conditions to Each Party's Obligations to Effect the Stock Purchase. The respective obligations of each party to consummate the Contemplated Transactions are subject to the fulfillment at or prior to the Closing of each of the following conditions, any or all of which may be waived in writing in whole or in part by the party being benefited thereby, to the extent permitted by applicable Law:

(a) The Buyer, the Company and the Stockholders shall have timely obtained from each Governmental Entity all authorizations, approvals, licenses, permits, waivers and consents necessary for consummation of any of the Contemplated Transactions.

(b) There shall not be in effect any Law of any Governmental Entity of competent jurisdiction restraining, enjoining, making illegal or otherwise preventing or prohibiting consummation of any of the Contemplated Transactions, or imposing any limitation on the operation or conduct of the business of the Company after the Closing, and no Governmental Entity shall have instituted or threatened to institute any proceeding seeking any such Law.

(c) No action, suit or proceeding shall have been instituted or threatened against any of the parties hereto seeking to restrain, materially delay or prohibit, or to obtain substantial damages or other injunctive or other equitable relief with respect to, the consummation of any of the Contemplated Transactions.

Section 7.2 Conditions to the Obligations of Buyer. The obligations of the Buyer to consummate the Contemplated Transactions are subject to the fulfillment at or prior to the Closing of each of the following additional conditions, any or all of which may be waived in writing in whole or part by the Buyer to the extent permitted by applicable Law:

(a) The representations and warranties of each of the Company and the Stockholders contained herein qualified as to materiality or Company Material Adverse Effect shall be true and correct in all respects and those not so qualified shall be true and correct in all material respects as of the date hereof and at and as of the Closing Date as though such representations and warranties were made at and as of such date (except for representations and warranties made as of a specified date, which shall speak only as of the specified date).

(b) Each of the Company and the Stockholders shall have performed or complied with in all material respects all agreements, covenants and conditions contained herein required to be performed or complied with by them prior to or at the time of the Closing.

(c) Since the date of this Agreement, there shall not have been any event, change, effect, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect.

(d) The Company and the Stockholders shall have delivered to the Buyer certificates, dated the date of the Closing, signed by an executive officer of the Company, by the Stockholders' Agent, certifying as to the fulfillment of the conditions specified in Section 7.2(a), Section 7.2(b) and Section 7.2(c).

(e) All of the Company Consents set forth in Section 7.2(e) of the Company Disclosure Schedule shall have been obtained and the Company has delivered to the Buyer good standing certificates for the Company and each of the Company Subsidiaries from the relevant jurisdiction.

(f) All proceedings of the Company and the Stockholders that are required in connection with the Contemplated Transactions shall be reasonably satisfactory in form and substance to the Buyer and its counsel, and the Buyer and its counsel shall have received such evidence of any such proceedings, good standing certificates, organizational and governing documents, certified in a secretary's certificate, as is customary in transactions such as this one.

(g) All stockholders agreements, voting agreements, registration rights agreements and similar agreements between or among the Company and the Stockholders, and all other agreements set forth in Section 7.2(g) of the Company Disclosure Schedule, shall have been terminated and shall cease to be of force or effect.

(h) The Buyer shall be satisfied, in its sole discretion, that the financial statements of the Company as of and for the years ended September 30, 2016 and September 30, 2017 will be completed on or before 60 days following the Closing Date.

(i) The Company (i) shall have provided for, assuming the payment provided under Section 1.1(b) by the Buyer is insufficient, the payment in full of the indebtedness (including all accrued interest and obligations through the Closing Date) of the Company to BankUnited and (ii) shall deliver to the Buyer evidence sufficient to the Buyer that such indebtedness has been paid and any Encumbrances in connection therewith have been removed from all assets of the Company.

(j) The Stockholders shall have delivered to the Buyer (i) the Consulting Agreement and (ii) an Assignment and Assumption Agreement, in the form attached as Exhibit C hereto (the "**Assignment and Assumption Agreement**"), providing for the assumption by Ted L. Blanton, Sr. of the Company's promissory note, dated _____, 201_, to Ted L. Blanton, Sr. and Diane Blanton in the outstanding amount of approximately \$34,000 as of the date hereof.

(k) The Buyer shall have received a legal opinion from counsel to the Company with respect to the matters set forth in Exhibit D attached hereto, addressed to the Buyer and dated as of the Closing Date.

Section 7.3 Conditions to the Obligations of the Company and the Stockholders. The respective obligations of the Company and the Stockholders to consummate the Contemplated Transactions are subject to the fulfillment at or prior to the Closing of each of the following additional conditions, any or all of which may be waived in writing in whole or in part by the Company and the Stockholders' Agent to the extent permitted by applicable Law:

(a) The representations and warranties of the Buyer contained herein qualified as to materiality shall be true and correct in all respects and those not so qualified shall be true and correct in all material respects as of the date hereof and at and as of the Closing Date as though such representations and warranties were made at and as of such date (except for representations and warranties made as of a specified date, which shall speak only as of the specified date).

(b) The Buyer shall have performed or complied with in all material respects all agreements, covenants and conditions contained herein required to be performed or complied with by it prior to or at the time of the Closing.

(c) Since the date of this Agreement, there shall not have been any event, change, effect, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Buyer Material Adverse Effect.

(d) The Buyer shall have delivered to the Stockholders' Agent a certificate, dated the Closing Date, signed by an executive officer of the Buyer, certifying as to the fulfillment of the conditions specified in Section 7.3(a), Section 7.3(b) and Section 7.3(c).

(e) All of the Buyer Consents shall have been obtained.

(f) All proceedings of the Buyer that are required in connection with the Contemplated Transactions shall be reasonably satisfactory in form and substance to the Company and its counsel, shall have received such evidence of any such proceedings, good standing certificates, organizational and governing documents, certified in a secretary's certificate as is customary in transactions such as this one.

Section 7.4 Closing Deliveries. At Closing, the following documents will be delivered, or caused to be delivered, to the parties as set forth in each subsection:

- (a) The Buyer shall deliver to the Stockholders the Promissory Note and Pledge Agreement.
- (b) The Buyer shall deliver to Mr. Blanton, and Mr. Blanton shall deliver to the Buyer, the Consulting Agreement (and the Lock-Up, Leak-Out Agreement referenced therein).
- (c) The Buyer shall deliver to Mr. Blanton, and Mr. Blanton shall deliver to the Buyer, the Right of First Refusal Agreement.
- (d) The Stockholders shall deliver to the Buyer the Assignment and Assumption Agreement.

ARTICLE VIII TERMINATION

Section 8.1 Termination by Mutual Agreement. This Agreement may be terminated and the Stock Purchase may be abandoned at any time prior to the Closing, by mutual written consent of the Buyer and the Company.

Section 8.2 Termination by either the Buyer or Company. This Agreement may be terminated and the Share Purchase may be abandoned at any time prior to the Closing by the Buyer or the Company if:

- (a) the Closing shall not have been consummated on or before January 31, 2018; or
- (b) any Law permanently restraining, enjoining or otherwise prohibiting or preventing consummation of the Stock Purchase shall become final and non-appealable;

provided, however, that the right to terminate this Agreement pursuant to this Section 8.2 shall not be available to any party (and in the case of the Company, including any Stockholder) that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the occurrence of the failure of the Stock Purchase to be consummated.

Section 8.3 Termination by the Company. This Agreement may be terminated and the Stock Purchase may be abandoned at any time prior to the Closing by the Company, if any representation of the Buyer contained in this Agreement shall have been inaccurate, or the Buyer shall have breached any representation, warranty, covenant or other agreement contained in this Agreement, in any such event that would give rise to the failure of a condition set forth in Section 7.3(a) or (b) hereof, which inaccuracy or breach cannot be or has not been cured within twenty (20) days after the giving of written notice by the Company to the Buyer thereof.

Section 8.4 Termination by the Buyer. This Agreement may be terminated and the Stock Purchase may be abandoned at any time prior to the Closing by the Buyer, if any representation of any of the Company or the Stockholders contained in this Agreement shall have been inaccurate, or any of the Company or the Stockholders shall have breached any representation, warranty, covenant or other agreement contained in this Agreement, in any such event that would give rise to the failure of a condition set forth in Section 7.2(a) or (b) hereof, which inaccuracy or breach cannot be or has not been cured within twenty (20) days after the giving of written notice by the Buyer to the Company thereof.

Section 8.5 Effect of Termination and Abandonment. In the event of the termination of this Agreement and the abandonment of the Stock Purchase pursuant to this Article VIII, this Agreement (other than this Section 8.5, Section 6.2, and Article IX) shall become void and of no effect with no liability on the part of any party hereto (or of any of its directors, officers, employees, consultants, contractors, agents, attorneys or other Representatives); provided, however, that no such termination shall relieve any party hereto of any liability or damages resulting from any willful breach of this Agreement by such party.

ARTICLE IX MISCELLANEOUS

Section 9.1 Entire Agreement; Assignment.

(a) This Agreement (including the exhibits hereto, the Buyer Disclosure Schedule and the Company Disclosure Schedule) and the Confidentiality Agreement constitute the entire agreement among the parties hereto in respect of the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties in respect of the subject matter hereof.

(b) Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, by any of the Company or the Stockholders, on the one hand, or the Buyer, on the other hand, without the prior written consent of the other party(ies); provided, however, Scripps may assign its obligations by operation of law or upon a change of control. Any assignment in violation of the preceding sentence shall be void.

Section 9.2 Notices. All notices, requests, demands, instructions and other documents and communications to be given under this Agreement shall be in writing and shall be deemed given (a) three (3) Business Days following sending by registered or certified mail, postage prepaid, (b) when sent if sent by facsimile or email, provided that, in the case of facsimile, receipt is confirmed and, in the case of e-mail, the e-mail is not returned with an undeliverable, delayed or similar message, provided, further, that such notice must also be sent via one of the other methods set forth herein, (c) when delivered, if delivered personally to the intended recipient, and (d) one Business Day following sending by overnight delivery via a nationally recognized overnight courier service, and in each case, addressed to a party at the following address for such party:

if to the Buyer, to:

ProBility Media Corporation
1517 San Jacinto Street

Houston, Texas 77002
Attention: Noah I. Davis
President and Chief Operating Officer
Facsimile: (800) 861-1175
Email: noah@probilitymedia.com

with a copy (which shall not constitute notice) to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas, 15th Floor
New York, New York 10019
Attention: Spencer G. Feldman, Esq.
Facsimile: (212) 451-2222
Email: sfeldman@olshanlaw.com

if to either the Company or any Stockholder, to:

North American Crane Bureau Group, Inc.
930 Williston Park Point
Lake Mary, Florida 32746
Attention: Ted L. Blanton, Sr.
President and Chief Executive Officer
Facsimile: (407) 869-8778
Email: tblantonsr@cranesafe.com

or to such other address, email address or facsimile number as the party to whom notice is given shall have previously furnished to the other parties in writing in the manner set forth above.

Section 9.3 Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without giving effect to the choice of law principles thereof to the extent that the application of the Laws of another jurisdiction would be required thereby. All actions, suits or proceedings arising out of or relating to this Agreement or any of the other Transaction Documents shall be heard and determined exclusively in any Texas state or federal court. The parties hereto hereby (a) submit to the exclusive jurisdiction of any Texas state or federal court located in Harris County, Texas for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or any of the other Transaction Documents brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper, or that this Agreement, any of the other Transaction Documents or any of the Contemplated Transactions may not be enforced in or by any of the above-named courts. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.2. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.

Section 9.4 Expenses. All fees and out-of-pocket expenses incurred by any of the Company or the Stockholders in connection with this Agreement, any of the other Transaction Documents or any of the Contemplated Transactions (including, without limitation, the fees and expenses of counsel, accountants, consultants and any broker, finder or financial advisor) will be paid by the Stockholders. If and to the extent such fees and out-of-pocket expenses are not so paid by the Stockholders, the Buyer shall have the right to offset any cash payments to them under Section 1.1 hereof for such amounts. All fees and out-of-pocket expenses incurred by the Buyer in connection with this Agreement, any of the other Transaction Documents or any of the Contemplated Transactions (including, without limitation, the fees and expenses of counsel, accountants, consultants and any broker, finder or financial advisor) will be paid by the Buyer.

Section 9.5 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 9.6 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns, and, except as provided in Section 6.3, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.7 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.8 Specific Performance. Notwithstanding Section 6.3(d), the parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent any breach or threatened breach of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the requirement to post a bond or other security, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 9.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. Facsimile or .pdf signatures shall have the same force and effect as original signatures.

Section 9.10 Interpretation.

(a) The words "hereof," "herein," "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." All terms defined in this Agreement shall have the defined meanings contained herein when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, qualified or supplemented, including (in the case of agreements and instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and all attachments thereto and instruments incorporated therein. References to a Person are also to its successors and permitted assigns.

(b) The phrases "the date of this Agreement," "the date hereof," and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the opening paragraph of this Agreement.

(c) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 9.11 Amendment and Modification; Waiver. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Buyer, the Company and the Stockholders' Agent. No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

"Affiliate" has the meaning given to it in Rule 12b-2 of Regulation 12B under the Exchange Act.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in the State of Texas or Florida generally are closed for regular banking business.

"Buyer Material Adverse Effect" means any event, development, change, circumstance, effect, occurrence or condition that, either individually or in the aggregate, (i) has caused or would reasonably be expected to cause a material adverse effect on the business, operations, financial condition or results of operations of Buyer and its subsidiaries, taken as a whole, or (ii) prevents or materially impairs or delays the ability, or would reasonably be expected to prevent or materially impair or delay the ability, of the Buyer to perform any of its obligations under any of the Transaction Documents or to consummate any of the Contemplated Transactions.

"Change of Control" shall occur if any Person becomes the beneficial owner (as that concept is defined in Rule 13d-3 promulgated under the Exchange Act) of securities of a company or other entity possessing at least 51% of the voting power to direct the policies, conduct and business of such company or other entity.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Consents" means each of the consents, waivers, approvals, exemptions, declarations, licenses, authorizations, permits, registrations, filings and notifications of or with each Governmental Entity or under or pursuant to each Contract listed in Section 2.5 of the Company Disclosure Schedule required to be made or obtained in connection with the execution or delivery of any of the Transaction Documents by the Company, the performance by the Company of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Company.

"Company Material Adverse Effect" means any event, development, change, circumstance, effect, occurrence or condition that, either individually or in the aggregate, (i) has caused or would reasonably be expected to cause a material adverse effect on the business, operations, financial condition or results of operations of the Company, or (ii) prevents or materially impairs or delays the ability, or would reasonably be expected to prevent or materially impair or delay the ability, of the Company or the Stockholders to perform any of their respective obligations under any of the Transaction Documents or to consummate any of the Contemplated Transactions.

"Company Tax" means any Tax, if and to the extent that the Company is or may be potentially liable under applicable Law, under Contract or on any other grounds (including, but not limited to, as a transferee or successor, under Code Section 6901 or Treasury Regulation Section 1.1502-6, as a result of any Tax sharing or other agreement, or by operation of Law) for any such Tax.

"Company Tax Return" means any Tax Return filed or required to be filed with any Governmental Entity, if, in any manner or to any extent, relating to or inclusive of the Company or any Company Tax.

"Contemplated Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents, including, without limitation, the Stock Purchase.

"Contract" means any written contract, agreement, license, lease, instrument or note that creates a legally binding obligation.

"Encumbrance" means any mortgage, pledge, security interest, encumbrance, lien, claim, option, easement, deed of trust, right-of-way, encroachment, restriction on transfer (such as a right of first refusal, any right to vote or Transfer any asset or security or other similar rights), defect of title or charge of any kind or nature whatsoever, whether voluntary or involuntary, including any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Intellectual Property" means all intellectual property rights arising from or in respect of the following: (i) all patents and applications therefor, including continuations, divisionals, provisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon (collectively, **"Patents"**), (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, slogans, Internet domain names and individual, corporate and business names, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, **"Trademarks"**), (iii) copyrights and registrations and applications therefor, works of authorship and mask work rights (collectively, **"Copyrights"**), (iv) all computer programs and software (including any and all software implementations of algorithms, models and methodologies, whether in source code, object code or other form, but excluding off-the-shelf commercial or shrink-wrap software), databases and compilations (including any and all data and collections of data), and all descriptions, flow-charts and other work product used to design, plan, organize or develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, all technology supporting any of the foregoing, and all documentation, including user manuals and other training documentation, related to any of the foregoing (collectively, **"Software"**), and (v) all trade secrets, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), creations, improvements and other similar materials, and all recordings, graphs, drawings, reports, analyses and other works of authorship, and other tangible embodiments of the foregoing, in any form, and all related technology.

"Knowledge" means the actual knowledge, after reasonable inquiry, of (i) in the case of the Company, each of the Stockholders, (ii) in the case of a Stockholder, such Stockholder, and (ii) in the case of the Buyer, Evan M. Levine, Noah I. Davis and Steven M. Plumb.

"Law" means any order, writ, injunction, decree, judgment, permit, license, ordinance, law, statute, rule, regulation, administrative interpretation, directive or other requirement of any Governmental Entity.

"Officer" means each of the officers set forth on Section 2.19 of the Company Disclosure Schedule.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as defined in the Exchange Act).

"Pre-Closing Period" means any Tax period ending on or before the Closing Date.

"Post-Closing Period" means any Tax period beginning after the Closing Date.

"Representative" means, with respect to any Person, each of such Person's Affiliates, directors, officers, employees, partners, members, managers, consultants, advisors, accountants, attorneys, representatives and agents.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Straddle Period" means any Tax period beginning before the Closing Date and ending after the Closing Date.

"Tax" means any tax, charge, deficiency, duty, fee, levy, toll or other amount (including, without limitation, any net income, gross income, profits, gross receipts, excise, property, sales, ad valorem, withholding, social security, retirement, excise, employment, unemployment, minimum, alternative, add-on minimum, estimated, severance, stamp, occupation, environmental, premium, capital stock, disability, windfall profits, use, service, net worth, payroll, franchise, license, gains, customs, transfer, recording, registration or other tax) assessed or otherwise imposed by any Governmental Entity or under applicable Law, together with any interest, penalties or any other additions or increases.

"Tax Return" means mean any return, election, declaration, report, schedule, information return, document, information, opinion, statement, or any amendment to any of the foregoing (including, without limitation, any consolidated, combined or unitary return and any related or supporting information) with respect to Taxes.

"Transaction Documents" means this Agreement, the Promissory Note and Pledge Agreement, the Consulting Agreement, the Right of First Refusal Agreement and the Assignment and Assumption Agreement.

"Transfer" means any sale, assignment, pledge, hypothecation or other disposition.

"Treasury Regulations" means the regulations promulgated under the Code.

[Signature page to Stock Purchase Agreement follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the date first above written.

PROBILITY MEDIA CORPORATION

By: /s/ Noah I. Davis
Name: Noah I. Davis
Title: President and Chief Operating Officer

NORTH AMERICAN CRANE BUREAU GROUP, INC.

By: /s/ Ted L. Blanton, Sr.
Name: Ted L. Blanton, Sr.
Title: President and Chief Executive Officer

STOCKHOLDERS:

/s/ Ted L. Blanton, Sr.
Ted L. Blanton, Sr.

/s/ Diana Blanton
Diana Blanton

[Signature Page to Stock Purchase Agreement]

STOCK PURCHASE AGREEMENT

dated as of January 18, 2018

(and effective as of January 1, 2018)

by and among

PROBILITY MEDIA CORPORATION, a Nevada corporation,**DISCO LEARNING MEDIA, INC.**, a Texas corporation
and**THE STOCKHOLDERS OF DISCO LEARNING MEDIA, INC.**
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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”), dated as of January 18, 2018, and effective as of January 1, 2018, is by and among ProBility Media Corporation, a Nevada corporation (“**Buyer**”), Disco Learning Media, Inc., a Texas corporation (the “**Company**”), and the stockholders of the Company listed on the signature page hereto (each, a “**Stockholder**” and, collectively, the “**Stockholders**”). Certain capitalized terms used herein are defined in Section 9.12.

RECITALS

WHEREAS, the Company is a full service creative agency and educational consulting firm with a mission to enhance learning experiences using integrated design and data;

WHEREAS, as of the date of this Agreement, the issued and outstanding shares of capital stock of the Company consist of 9,000,000 shares of common stock, par value \$0.0001 per share (the “**Common Stock**”), of the Company (the “**Shares**”);

WHEREAS, as of the date hereof, the Stockholders own all of the Shares; and

WHEREAS, the parties desire to enter into this Agreement to provide for the acquisition by the Buyer of the Company through the purchase by the Buyer from the Stockholders of all of the Shares.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I. PURCHASE AND SALE

Section 1.1 Purchase and Sale of the Shares. Upon the terms and subject to the conditions of this Agreement, the Stockholders agree to sell to the Buyer, and the Buyer agrees to purchase from the Stockholders, all of the Shares at the Closing (the “**Stock Purchase**”). The purchase price (the “**Purchase Price**”) for the Shares is up to \$1,200,000, payable, and subject to adjustment as set forth below and offset as provided in Section 6.3(a), as follows:

(a) The Buyer shall deliver to the Stockholders at Closing (in accordance with the allocation set forth in Section 1.2(b) of the Company Disclosure Schedule) a cash payment in the amount of \$100,000 (the “**Closing Cash Payment**”).

(b) The Buyer shall deliver to the Stockholders’ Agent, on behalf of the Stockholders (in accordance with the allocation set forth in Section 1.2(b) of the Company Disclosure Schedule) such number of shares of Common Stock, par value \$0.001 per share, of the Buyer (the “**Buyer Common Stock**”), valued at \$350,000, in two tranches of \$50,000 on the date of the Closing and \$300,000 on the date that is six (6) months after the date of the Closing (the “**Stock Issuance**”). Payment of Buyer Common Stock required under this Section 1.1(b) shall be based on the three (3) trading day average closing price per share of the Buyer Common Stock prior to the applicable payment date, as reported by the OTCQB Venture Market operated by the OTC Markets Group Inc. or, as to the second \$300,000 tranche, at a price of \$0.50 per share if lower than such average closing price.

(c) The Buyer shall deliver to the Stockholders' Agent, on behalf of the Stockholders, three contingent earn-out payments (in accordance with the allocation set forth in Section 1.2(b) of the Company Disclosure Schedule) based upon the Company (on a stand-alone basis) exceeding the targeted Company Revenue (as defined in Section 9.12) below with respect to the two years ending December 31, 2018 and 2019 (each, a "**Measuring Period**" and, collectively, the "**Measuring Periods**") and subject to the continued employment of at least one of the Principal Stockholders (the "**Earn-Out Payments**").

(i) **Base Fiscal 2018 Earn-Out.** For the year ending December 31, 2018, for achieving Company Revenue in excess of \$900,000, the Buyer shall deliver to the Stockholders' Agent an amount equal to \$350,000, payable all in the form of shares of Buyer Common Stock.

(ii) **Supplemental Fiscal 2018 Earn-Out.** For the year ending December 31, 2018, for achieving (A) Company Revenue in excess of \$900,000, the Buyer shall deliver to the Stockholders' Agent an amount equal to \$100,000, or (B) Company Revenue in excess of \$1,200,000, the Buyer shall deliver to the Stockholders' Agent an amount equal to \$200,000, in each case payable 25% of such amount in the form of cash and the remaining 75% of such amount in the form of shares of Buyer Common Stock.

(iii) **Supplemental Fiscal 2019 Earn-Out.** For the year ending December 31, 2019, for achieving (A) Company Revenue in excess of \$1,800,000, the Buyer shall deliver to the Stockholders' Agent an amount equal to \$100,000, or (B) Company Revenue in excess of \$2,400,000, the Buyer shall deliver to the Stockholders' Agent an amount equal to \$200,000, in each case payable 25% of such amount in the form of cash and the remaining 75% of such amount in the form of shares of Buyer Common Stock.

(iv) Payment in the form of shares of Buyer Common Stock required under this Section 1.1(c) shall be based on the three (3) trading day average closing price per share of the Buyer Common Stock prior to the applicable payment date, as reported by the OTCQB Venture Market operated by the OTC Markets Group Inc., or the primary stock market on which the Buyer Common Stock is then traded. Payment of any cash amounts required under this Section 1.1(c) shall be made by wire transfer of immediately available funds to an account designated in writing by the Stockholder's Agent at least two Business Days prior to the applicable payment date. If the Stockholder's Agent does not deliver any such notice, then the Buyer may make any cash payments required under this Section 1.1(c) either (i) by wire transfer of immediately available funds to the account, if any, designated in writing by the Stockholder's Agent prior to the Closing Date or (ii) by certified or official bank check.

(v) The Buyer shall submit to the Stockholders' Agent, within ninety (90) days after the close of each Measuring Period (but in no event sooner than the filing of the Buyer's annual report on Form 10-K with the SEC for each of the applicable fiscal years 2018 and 2019, a written calculation, certified by the Buyer's Chief Financial Officer, setting forth in reasonable detail (i) the calculation of the Company Revenue for the applicable Measuring Period then ended, (ii) as to years 2018 and 2019, the total Earn-Out Payments payable hereunder in respect of such revenue, and (iii) the allocation of such total Earn-Out Payments as between a payment in cash and shares of Buyer Common Stock; and, to the extent that such calculation shall indicate that any Earn-Out Payments are due to the Stockholders, such calculation shall be accompanied by a wire transfer of immediately available funds or by certified or official bank check in the amount of the applicable cash payment and stock certificates representing the applicable Buyer Common Stock payment. The Stockholders' Agent and its Representatives shall, at all times during normal business hours, have the right (notwithstanding receipt and acceptance of any Earn-Out Payments) to inspect the Buyer's and/or the Company's books and records to verify the Company Revenue. To the extent that any calculation of Company Revenue or Earn-Out Payments due for any of the Measuring Periods as calculated by the Stockholders' Agent shall differ from the calculation thereof made by the Buyer, and the parties are unable to resolve such discrepancy within thirty (30) days following the Stockholders' Agent's delivery of its calculation to the Buyer, then such dispute shall be submitted to final and binding arbitration in accordance with Section 1.1(c)(ix) below, with any additional Earn-Out Payments to be made within thirty (30) days following the rendering of the arbitration decision; provided, however, that any claim hereunder must be brought, if at all, within forty-five (45) days after receipt of the Buyer's calculations of the Company Revenue and Earn-Out Payments due for the applicable Measuring Period.

(vi) For purposes of this Section 1.1(c), Company Revenue shall be calculated separately for each Measuring Period, and there shall be no carryforward or carryback from any Measuring Period to any other Measuring Period of any excess or shortfall of revenue. Any portion of any Earn-Out Payment for any Measuring Period which is not earned in such Measuring Period in accordance herewith shall not be reallocated to any other Measuring Period.

(vii) The Buyer hereby agrees to put in place, as it deems appropriate, accounting procedures such that the Company Revenue can be measured separately from the other operations of the Buyer on a going-forward basis.

(viii) The Buyer shall use its commercially reasonable efforts to enable the Company to achieve the Company Revenue targets (consistent with the business available to it), subject only to the exercise by the Buyer's Board of Directors of its good faith business judgment and fiduciary duties. From the Closing until the end of the Measuring Periods, the day-to-day management of the business of the Company shall be conducted by the Principal Stockholders, provided that they comply with the reporting and other duties set forth in Section 2 of their respective Employment Agreement.

(ix) In the event there is any dispute between the Buyer and the Stockholders with respect to the calculation of the Earn-Out Payments, all such disputes shall first be submitted to Buyer's independent accountants to be reviewed, and, if the dispute is still not resolved, submitted to binding arbitration conducted by the American Arbitration Association under its rules, regulations and procedures, the cost of which shall be borne by the non-prevailing party. Any arbitration hearing shall be held in Houston, Texas. Judgment under the award entered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof in accordance with the terms of Section 9.3 hereof.

(x) If both of the Principal Stockholders are no longer employed at the end of a certain Measuring Period as a result of their voluntarily leaving the Company or the Buyer, the applicable Earn-Out Payments for that Measuring Period and all subsequent Measuring Periods shall be forfeited (unless the cessation of employment of the Principal Stockholders was the result of his death or disability or Without Cause, as defined in his respective Employment Agreement).

(d) Each of the Stockholders shall enter into a Lock-Up, Leak-Out Agreement, the form of which is attached as Exhibit A hereto (the "**Lock-Up, Leak-Out Agreement**"), restricting each of the Stockholders from selling or otherwise transferring any of the Buyer Common Stock received under Sections 1.1(b) or 1.1(c) during the one-year period following the applicable payment date and limiting such sales or other transfers during the subsequent one-year period to such number of shares of Buyer Common Stock equal to 10% of the prior month's average daily trading volume of the Buyer Common stock every ten (10) trading days.

(e) In the event that, at any time during which the Stockholders shall remain eligible to receive any shares of Buyer Common Stock pursuant to this Agreement, there shall occur any merger, consolidation, reorganization or other business combination with any Person that results in a Change of Control (as such term is defined in Section 9.12) of the Buyer or the sale, conveyance, disposition of or transfer to any Person of any asset or other property that is material to the business of the Company as of the date of closing any such transaction (including, without limitation, as part of a sale of all or substantially all the assets of the Buyer), then (a) if the Buyer is not the surviving corporation, in lieu of the shares of Buyer Common Stock otherwise issuable hereunder, the Buyer shall transfer or cause to be issued to the Stockholders the fair equivalent securities of the surviving corporation (provided, however, if the securities of the surviving corporation are either (1) not listed on a market operated by the OTC Markets Group Inc. or any national securities exchange or (2) not otherwise of a reporting company that is subject to the reporting requirements of the Exchange Act, then the surviving corporation shall pay any such amounts due pursuant to this Article I in the form of cash), and (b) the Buyer shall, as part of the terms and conditions of any such merger, consolidation, reorganization or other business combination with any Person that results in a Change of Control of the Buyer or sale, conveyance, disposition of or transfer to any Person of any asset or other property that is material to the business of the Company as of the date of closing any such transaction (including, without limitation, as part of a sale of all or substantially all the assets of the Buyer), cause the surviving corporation to acknowledge the terms and conditions of, and assume all of the Buyer's obligations pursuant to, this Agreement (including, but not limited to, as applicable, payment of the second tranche of the Stock Issuance and, subject to achievement of the Company Revenue targets, the Earn-Out Payments) and reserve and make available the substitute consideration contemplated by this Section 1.1(e).

(f) If the Buyer Common Stock is either (a) not listed on a market operated by the OTC Markets Group Inc. or any national securities exchange or (b) not otherwise of a reporting company that is subject to the reporting requirements of the Exchange Act on the date of the second tranche of the Stock Issuance or Earn-Out Payments, then the Buyer shall pay such Stock Issuance or Earn-Out Payments, as the case may be, in the form of cash.

(a) The closing of the Contemplated Transactions (the “**Closing**”) will take place at a time and on a date to be specified by the parties (the “**Closing Date**”), which shall be no later than the second Business Day after satisfaction or waiver of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions), at the offices of Olshan Frome Wolosky LLP, 1325 Avenue of the Americas, 15th Floor, New York, New York 10019, or at such other time, date or place as agreed to in writing by the parties hereto. At the Closing, the Stockholders will deliver to the Buyer good and valid title to the Shares, free and clear of all Encumbrances, together with a certificate(s) for the Shares duly endorsed or accompanied by a stock power(s) duly endorsed in blank, with any required transfer stamps affixed thereto, or a lost stock affidavit executed by such Stockholder in a form reasonably acceptable to the Buyer, against payment of the Closing Payment.

(b) Section 1.2(b) of the Company Disclosure Schedule sets forth to whom and in what denominations the Purchase Price is to be allocated among the Stockholders.

(c) Notwithstanding the foregoing, no fractional shares of Buyer Common Stock shall be issued as part of the Stock Issuance and Earn-Out Payments. Fractional shares to be issued hereunder shall be rounded up to the next whole number.

(d) All stock options, warrants and other rights to purchase Common Stock (or other Shares) will be exercised or terminated prior to or effective upon the Closing Date, and the Buyer shall not assume or have any obligation with respect to such stock options, warrants or other rights.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE STOCKHOLDERS

Except as set forth in the Company’s disclosure schedule provided herewith (the “**Company Disclosure Schedule**”), the Company and the Stockholders, severally and jointly, hereby represent and warrant to the Buyer, as of the date hereof and as of the Closing Date, except to the extent certain representations and warranties are limited to a certain date set forth in the applicable section, as follows:

Section 2.1 Corporate Organization, Etc. The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Texas and has all requisite corporate power and authority to conduct its business as it is now being conducted and to own, lease and operate its properties and assets. The Company is qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the ownership of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Company Material Adverse Effect. True and complete copies of the organizational and governing documents of the Company as presently in effect have been heretofore made available to the Buyer. The Company is not in violation of any term or provision of its organizational or governing documents.

Section 2.2 Capitalization. The authorized shares of capital stock of the Company are as set forth in Section 2.2 of the Company Disclosure Schedule. The outstanding shares of Common Stock and the beneficial and record owners thereof are as set forth in Section 2.2 of the Company Disclosure Schedule. All outstanding shares of Common Stock are duly authorized, validly issued, fully paid and non-assessable, and issued free from preemptive rights and in compliance with all applicable U.S. state and federal securities Laws. Except as set forth in Section 2.2 of the Company Disclosure Schedule, there are no outstanding (a) securities convertible into or exchangeable for capital stock of the Company, (b) options, warrants or other rights to purchase or subscribe for capital stock of the Company, or (c) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance of any capital stock of the Company, any such convertible or exchangeable securities or any such options, warrants or rights, pursuant to which, in any of the foregoing cases, the Company is subject or bound. Except as set forth in Section 2.2 of the Company Disclosure Schedule, there are no voting trusts, voting agreements, proxies, stockholders' agreements or other similar instruments restricting or relating to the rights of any of the holders of shares of Common Stock to vote, transfer or receive dividends with respect to any shares of Common Stock or with respect to the management or control of the Company.

Section 2.3 Company Subsidiaries. The Company has no subsidiaries and does not own any equity interest in any other Person.

Section 2.4 Authority Relative to this Agreement. The Company has all requisite corporate power and authority to execute and deliver the Transaction Documents to which it is a party, to perform its obligations thereunder and to consummate the Contemplated Transactions. The execution and delivery of the Transaction Documents to which it is a party, the performance of its obligations thereunder and the consummation of the Contemplated Transactions have been duly and validly authorized by all required corporate or other action on the part of the Company and no other corporate or other proceedings on the part of the Company are necessary to authorize the Transaction Documents to which it is a party or to consummate the Contemplated Transactions. This Agreement has been, and each of the other Transaction Documents to which it is a party will be, duly and validly executed and delivered by the Company and, assuming this Agreement has been, and each of the other Transaction Documents to which it is a party will be, duly authorized, executed and delivered by the other parties thereto, this Agreement constitutes, and each of the other Transaction Documents to which it is a party will constitute, a legal, valid and binding obligation of the Company, enforceable against it in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to or affecting creditors' rights generally, including the effect of statutory and other Laws regarding fraudulent conveyances and preferential transfers and subject to the limitations imposed by general equitable principles (regardless whether such enforceability is considered in a proceeding at law or in equity) (collectively, the "**Bankruptcy and Equity Principles**").

Section 2.5 Consents and Approvals; No Violations. Except as set forth in Section 2.5 of the Company Disclosure Schedule, none of the execution or delivery of any of the Transaction Documents by the Company, the performance by the Company of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Company will (a) violate any provision of the organizational or governing documents of the Company, (b) require it to obtain or make any consent, waiver, approval, exemption, declaration, license, authorization or permit of, or registration or filing with or notification to, any federal, state, local or foreign government, executive official thereof, governmental, administrative or regulatory authority, agency, body or commission, including any court of competent jurisdiction, domestic or foreign (each, a “**Governmental Entity**”), (c) require a consent under, result in a violation or breach of, constitute (with or without notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, amendment or acceleration or any obligation) under, or result in the creation of any Encumbrance on any of the properties or assets of the Company pursuant to, any of the terms, conditions or provisions of any Material Contract, or (d) violate any Law of any Governmental Entity applicable to the Company or by which the Company or any of its properties or assets is bound.

Section 2.6 Financial Statements.

(a) The Company has previously delivered or made available to the Buyer true and complete copies of the unaudited balance sheets of the Company as of December 31, 2016 and 2017, and the unaudited statements of income of the Company for the year ended December 31, 2016 and 2017 (collectively, the “**Company Financials**”). Each of the Company Financials (A) has been prepared from, and is in accordance with, the books and records of the Company, (B) was prepared in all material respects in accordance with United States generally accepted accounting principles (“**GAAP**”) applied on a consistent basis throughout the periods indicated (except for the absence of footnotes and normal and recurring year-end adjustments (the nature or amount of which adjustments would not reasonably be expected, individually or in the aggregate, to be material)), and (C) fairly presents in all material respects the financial position and results of operations of the Company as of the respective dates thereof and for the respective periods indicated therein, except as set forth in Section 2.6 of the Company Disclosure Schedule.

(b) The Company maintains a system of internal control over financial reporting (within the meaning of Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Except as set forth in Section 2.6 of the Company Disclosure Schedule, the Company has no material weaknesses in its internal controls over financial reporting.

Section 2.7 No Undisclosed Liabilities.

(a) The Company has no liabilities, indebtedness or obligations of the nature required to be disclosed in a balance sheet prepared in accordance with GAAP, except as and to the extent set forth, disclosed in, provided for, reflected in or otherwise described in the Company Financials or in Section 2.7(a) of the Company Disclosure Schedule, and except for those incurred in the ordinary course of business since January 1, 2017.

(b) Section 2.7(b) of the Company Disclosure Schedule sets forth all indebtedness of the Company for borrowed money as of Closing.

Section 2.8 Absence of Certain Changes. Since January 1, 2017, except as set forth in Section 2.8 of the Company Disclosure Schedule, the Company has not (a) conducted business other than in the ordinary and usual course consistent with past practice, (b) suffered any Company Material Adverse Effect, (c) declared, set aside for payment or paid any dividend or other distribution (whether in cash, stock, property or any combination thereof) in respect of any Common Stock, or redeemed or otherwise acquired any shares of Common Stock, (d) incurred any indebtedness for borrowed money or issued any debt securities or assumed, guaranteed or endorsed the obligations of any other Person, (e) Transferred or entered into a Contract to Transfer any of its material properties or assets, other than this Agreement, (f) created any Encumbrance on any of its properties or assets, (g) increased in any manner the rate or terms of compensation of any of its directors, Officers or employees except for any increases for employees (other than the Stockholders) made in the ordinary course of business, (h) paid or agreed to pay any pension, retirement allowance or other material employee benefit not required by any existing Benefit Plan or Employee Arrangement, (i) entered into or amended any employment, bonus, severance or retirement Contract other than with employees (other than the Stockholders) in the ordinary course of business, (j) made or revoked any election relating to Taxes, (k) changed any methods of reporting income or deductions for federal income tax purposes, (l) made any capital expenditures, individually or in the aggregate, in excess of \$25,000, (m) suffered any damage, destruction or loss (whether or not covered by insurance) to any of its material assets, (n) had any Officer or key employee resign or terminate employment, (o) acquired, sold, leased or disposed of any assets outside the ordinary course of business or (p) settled or compromised any pending or threatened suit, action, proceeding or, other than in the ordinary course of business, claim.

Section 2.9 Compliance with Law. The Company is, and has been for the past two (2) years, in compliance in all material respects with all Laws applicable to it or any of its businesses, properties or assets. Neither the Company nor the Stockholders nor, to the Knowledge of the Company or the Stockholders, any Officer, director or employee of the Company, in such capacity, has received notice from any Governmental Entity of, or to the Knowledge of the Company or the Stockholders, is charged or threatened with or under investigation with respect to, any violation of any provision of any applicable Law.

Section 2.10 Material Contracts.

(a) Section 2.10(a) of the Company Disclosure Schedule sets forth a list of all Contracts that are material to the Company to which it is a party or by which it or any of its properties or assets is bound, including, without limitation, (i) any employment Contract or other Contract for services that is not terminable at will without liability for any penalty or severance payment, (ii) any Contract involving annual payments or receipts by the Company of \$50,000 or more with respect to any such Contract, (iii) any Contract with each of the Company's 10 largest customers and 10 largest suppliers, which largest customers and suppliers shall be determined using revenues/payments by the Company during the year end December 31, 2017 (respectively, the "**Major Customers**" and the "**Major Suppliers**" and, collectively, the "**Major Customers and Suppliers**"), (iv) any Contract containing an exclusivity provision that restricts the Company's business or any Contract limiting any of their freedom to compete in any line of business, in any geographic area or with any Person, (v) any Contract providing for the borrowing or lending of money or any guarantee, and (vi) any joint venture agreement (collectively, the "**Material Contracts**"). For purposes of the foregoing representation, disclosure shall only be required of Contracts which involve annual payments or receipts by the Company of \$25,000 or more with respect to any such Contract. The Company has made available to the Buyer true, correct and complete copies of all Material Contracts in its possession. The Company will not have any responsibilities, obligations or liabilities, contractual or otherwise, arising under any change of control provision of any Contract as a result of any of the Contemplated Transactions.

(b) Each of the Material Contracts constitutes the valid, legally binding and enforceable obligation of the Company and, to the Knowledge of the Company, each of the other parties thereto, except as may be limited by applicable Bankruptcy and Equity Principles. Each Material Contract is in full force and effect.

(c) Except as set forth in Section 2.10(c) of the Company Disclosure Schedule, the Company is not in breach or default in any material respect, and no event has occurred that with notice or lapse of time or both would constitute such a breach or default by the Company or permit termination, modification or acceleration, of or under any of the Material Contracts and, to the Knowledge of the Company, no other party to any of the Material Contracts is in breach or default in any material respect, and no event has occurred that with notice or lapse of time or both would constitute such a breach or default by such party, of or under any of the Material Contracts. The Company has not received written notice or, to the Knowledge of the Company, a claim in writing against the Company by any party to a Material Contract in respect of any breach or default thereunder.

(d) Except as set forth in Section 2.10(d) of the Company Disclosure Schedule, the Company has not received written notice of termination, cancellation, material reduction of services or non-renewal that is currently in effect with respect to any Material Contract and, to the Knowledge of the Company, no other party to a Material Contract plans to terminate, cancel or not renew, or materially reduce the services provided to it under, any such Material Contract.

Section 2.11 Permits. The Company has all material permits, licenses, certificates of authority and other authorizations from all Governmental Entities necessary for the conduct of its business as presently conducted (the “**Permits**”) and is in compliance in all material respects with the terms of its Permits. All such Permits are in full force and effect, and the Company has not received written notice of any event, inquiry or proceeding that is reasonably likely to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any Permit.

Section 2.12 Litigation. Except as set forth in Section 2.12 of the Company Disclosure Schedule, there is no action, suit, proceeding or investigation pending or, to the Knowledge of the Company, threatened against the Company or any of its properties by or before any Governmental Entity. The Company is not subject to any outstanding injunction, writ, judgment, order or decree of any Governmental Entity. There is no action, suit, proceeding or investigation pending or, to Knowledge of the Company, threatened against any current or former officer, director, employee or consultant of the Company in his or her capacity as such. There is no action, suit or proceeding pending or, to the Knowledge of the Company, threatened against the Company by or before any Governmental Entity that questions the validity of any of the Transaction Documents or any action to be taken in connection with the consummation of any of the Contemplated Transactions or would otherwise prevent or materially delay the consummation of any of the Contemplated Transactions.

Section 2.13 Taxes. Except as set forth in Section 2.13 of the Company Disclosure Schedule:

(a) The Company has:

(i) duly and timely filed, or caused to be filed, in accordance with applicable Law, all material Company Tax Returns, each of which is true, correct and complete in all material respects,

(ii) duly and timely paid in full, or caused to be paid in full, all Company Taxes reflected on such Company Tax Returns, and

(iii) properly accrued in accordance with GAAP on its books and records a provision for the payment of all Company Taxes that are due, are claimed to be due, or may or will become due with respect to any Tax period (or portion thereof) ending on or before the Closing Date.

(b) No extension of time to file a Company Tax Return, which Company Tax Return has not since been filed in accordance with applicable Law, has been filed. There is no power of attorney in effect with respect or relating to any Company Tax or Company Tax Return.

(c) No Company Tax Return has been filed, and no Company Tax has been determined, on a consolidated, combined, unitary or other similar basis (including, but not limited to, a consolidated federal income tax return). There is no circumstance (including, but not limited to, as a transferee or successor, under Code Section 6901 or Treasury Regulation Section 1.1502-6, as result of a Tax sharing agreement or other Contract or by operation of Law) under which the Company is or may be liable for any Tax determined, in whole or in part, by taking into account any income, sale or asset of, or any activity conducted by, any other Person.

(d) The Company has complied in all material respects with all applicable Laws relating to the deposit, collection, withholding, payment or remittance of any Tax (including, but not limited to, Code Section 3402).

(e) There is no Encumbrance for any Tax upon any asset or property of the Company, except for any statutory lien for any Tax not yet due.

(f) No audit, action, assessment, examination, hearing, inquiry or investigation is pending or, to the Knowledge of the Company, threatened with regard to the Company, any Company Tax or any Company Tax Return.

(g) The statute of limitations for any audit, action, assessment, examination, hearing, inquiry or investigation relating to any Company Tax or any Company Tax Return has not been modified, extended or waived.

(h) Any material assessment, deficiency, adjustment or other similar item relating to any Company Tax or Company Tax Return has been reported to all Governmental Entities in accordance with applicable Law.

(i) No jurisdiction where no Company Tax Return has been filed or no Company Tax has been paid has made or threatened in writing to make a claim for the payment of any Company Tax or the filing of any Company Tax Return.

(j) The Company is not a party to any agreement with any Governmental Entity (including, but not limited to, any closing agreement within the meaning of Code Section 7121 or any analogous provision of applicable Law). No private letter or other ruling or determination from any Governmental Entity relating to the Company, any Company Tax or any Company Tax Return has been requested or received by the Company.

(k) The Company is not a party to any Contract that (i) results or could reasonably be expected to result in any amount that is not deductible under Code Section 280G or Code Section 404, or any similar provision of applicable Law or (ii) is or could reasonably be expected to become subject to Code Section 409A or any similar provision of applicable Law.

(l) The Company has no "tax-exempt bond-financed property" or "tax-exempt use property," within the meaning of Code Section 168(h) or any similar provision of applicable Law.

(m) No asset of the Company is required to be treated as being owned by any other Person pursuant to any provision of applicable Law (including, but not limited to, the "safe harbor" leasing provisions of Code Section 168(f)(8), as in effect prior to the repeal of those "safe harbor" leasing provisions).

(n) The Company is not or will not be required to include any item of income in, or exclude any item of deduction from, federal taxable income for any Tax period (or portion thereof) ending after the Closing Date, as a result of a change in method of accounting, any installment sale or open transaction, any prepaid amount, refund or credit occurring prior to the Closing Date.

(o) The Company is not or has not been a beneficiary or otherwise participated in any reportable transaction within the meaning of Treasury Regulation Section 1.6011-4(b)(1).

(p) The Company has not distributed stock of another Person nor has its stock been distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Code Section 355 or Code Section 361.

(q) The Company is not or has not been a "United States real property holding corporation" within the meaning of Code Section 897(c)(2) at any time during the applicable period referred to in Code Section 897(c)(l)(A)(ii).

(r) No election under Code Section 338 or any similar provision of applicable Law has been made or required to be made by or with respect to the Company.

(s) The Company has never owned an interest in a subsidiary treated as a "qualified subchapter S subsidiary" within the meaning of Code Section 1361(b)(3)(B).

(t) The Company does not own or has not owned an interest in any entity that is a "passive foreign investment company" within the meaning of Code Section 1297.

(u) The Company has not had any items of income that could constitute subpart F income within the meaning of Code Section 952.

Section 2.14 Title to Properties; Sufficiency of Assets.

(a) Except as set forth in Section 2.14 of the Company Disclosure Schedule, the Company has good, valid and marketable title to, or a valid leasehold or contractual interest in, all of the assets and properties (real and personal) which it owns or leases, and such assets and properties are owned or leased by it free and clear of all Encumbrances. Section 2.14 of the Company Disclosure Schedule contains a complete and correct list of all real property leased by the Company. The Company does not own or has never owned any real property. True, correct and complete copies of all lease agreements, including all amendments and modifications thereto, for all leased real property (the "**Leases**") have been made available to the Buyer. All rents due under the Leases have been paid. The Company enjoys undisturbed possession of its leased real properties and is in compliance with the terms of the Leases, and all Leases are in full force and effect. Each Lease constitutes the valid, legally binding and enforceable obligation of the Company party thereto and, to the Knowledge of the Company, each of the other parties thereto, except as may be limited by applicable Bankruptcy and Equity Principles. No party to any Lease has given written notice to the Company or made a claim in writing against the Company in respect of any breach or default thereunder.

(b) All tangible personal property owned or leased by the Company is in good operating condition and repair, ordinary wear and tear excepted and subject to routine maintenance, and is suitable for the uses for which it is being used. The Company's assets and properties (real, personal and intangible) include all material tangible and intangible assets, properties and rights necessary to conduct its business following the Closing Date in substantially the same manner as currently conducted.

Section 2.15 Intellectual Property.

(a) Section 2.15(a) of the Company Disclosure Schedule identifies all Intellectual Property other than (i) widely available, commercial off-the-shelf third-party Software licensed to the Company on a non-exclusive basis or (ii) any open source Software licensed to the Company (collectively, (i) and (ii) are referred to as the "**Licensed Intellectual Property**"). Each of the licenses related to the Licensed Intellectual Property constitutes the valid, legally binding and enforceable obligation of the Company and, to the Knowledge of the Company, each of the other parties thereto, except as may be limited by applicable Bankruptcy and Equity Principles. The Company is not, and, to the Knowledge of the Company, no other party thereto is, in breach or default in any material respect of any license or sublicense relating to any Licensed Intellectual Property, and each such license and sublicense is in full force and effect.

(b) All Intellectual Property owned by the Company is referred to as the “ **Owned Intellectual Property**” and, together with the Licensed Intellectual Property, the “**Company Intellectual Property**.” Section 2.15(b) of the Company Disclosure Schedule identifies all of the following Owned Intellectual Property: (i) Patents and applications therefor, the number, issue date, title and priority information for each country in which any such Patent has been issued, or the application number, date of filing, title and priority information for each country in which any such Patent application is pending; (ii) registered and unregistered Trademarks (excluding Internet domain names) and applications for, the registration of Trademarks, the registration number and registration date, or the application number and application date related thereto (and, if applicable, the class of goods or the description of the goods or services covered thereby), and the countries of filing; (iii) registered and unregistered Copyrights and applications for registration of Copyrights, the registration number and registration date, or the application number and application date, related thereto, and the countries of filing; and (iv) registered Internet domain names. All of the Owned Intellectual Property, the registrations and applications for registration of which are set forth in Section 2.15(b) of the Company Disclosure Schedule, is valid and in full force and effect. To the Knowledge of the Company, all of the other rights within the Company Intellectual Property are valid and subsisting. The Company is not subject to any Law that restricts or impairs the use of any Owned Intellectual Property. All filings for the Owned Intellectual Property are in good standing and all assignments and licenses subject to recordation have been properly recorded. The Company has not filed an application to register any new Trademark that was not previously registered.

(c) The Company owns and has good and valid title to the Owned Intellectual Property owned by it, and possesses legally enforceable rights to use the Licensed Intellectual Property licensed by it, in each case free and clear of all Encumbrances. The Company Intellectual Property constitutes all the Intellectual Property necessary to enable the Company to conduct its business as such business is currently being conducted. None of the execution or delivery of any of the Transaction Documents by the Company, the performance by the Company of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Company will result in the release or disclosure of any Company Intellectual Property, or in the grant, assignment or transfer to any other Person of any license or other right to any Company Intellectual Property, or in the termination or modification of (or right to terminate or modify) any Company Intellectual Property.

(d) Section 2.15(d) of the Company Disclosure Schedule identifies each Contract pursuant to which any Person has been granted any license by the Company under, or otherwise has received or acquired from, the Company any right (whether or not currently exercisable) or interest in, including the right to use, any Owned Intellectual Property.

(e) The Company has taken commercially reasonable steps to maintain the confidentiality of its confidential or proprietary Company Intellectual Property and to protect the full value of the Owned Intellectual Property.

(f) No current or former Stockholder, officer, director, consultant, employee or vendor of the Company has any ownership claim, ownership right (whether or not currently exercisable) or ownership interest in or to any Owned Intellectual Property.

(g) To the Knowledge of the Company, there is no unauthorized use, disclosure, infringement or misappropriation of any Company Intellectual Property by any third party, including any current or former employee of the Company.

(h) The Company has not received any notice or other communication (in writing or otherwise) of any actual, alleged, possible or potential infringement, misappropriation or unlawful use of, and, to the Knowledge of the Company, the Company is not infringing, misappropriating or making unlawful use of, any Intellectual Property owned by any third party. There are no actions, suits or proceedings that are pending or, to the Knowledge of the Company, threatened against the Company with respect to any infringement, misappropriation or unlawful use of any Intellectual Property owned or used by any third party.

(i) A complete list of the proprietary software of the Company is set forth in Section 2.15(i) of the Company Disclosure Schedule.

Section 2.16 Insurance. The Company maintains policies of fire and casualty, liability and other forms of insurance, in such amounts, with such deductibles, covering against such risks and losses and with such reputable insurers, as are customary for businesses of a type and size, and with assets and properties, comparable to those of the business of the Company as currently conducted. Set forth in Section 2.16 of the Company Disclosure Schedule is a listing of each insurance policy maintained by the Company and a description of all material claims under any insurance policy maintained by the Company at any time during the past three years. All such policies are in full force and effect and all premiums due and payable thereon have been paid in full, and no notice of cancellation or termination has been received with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. There are no pending claims under any of such policies.

Section 2.17 Environmental Matters.

(a) There are no environmental conditions, including, without limitation, the presence or release of any Hazardous Materials, on any property currently or formerly leased by the Company or any of its predecessors (i) relating to, arising out of, or resulting from any failure to comply with any applicable Environmental Law or Environmental Permit or from a release or threatened release of any Hazardous Materials or (ii) which require cleanup or remediation pursuant to any Environmental Law.

(b) The Company has no material liability under any Environmental Law nor is it responsible for any material liability of any other Person under any Environmental Law, whether by Contract, by operation of law or otherwise.

(c) The Company has not received any written information request, notice or other communication from a Governmental Entity, and there are no actions, suits, proceedings or investigations pending or, to the Knowledge of the Company, threatened against the Company, relating to any violation, or alleged violation of, or liability under, any Environmental Law or relating to any Hazardous Materials or Environmental Permit, including, without limitation, (i) any claim by a Governmental Entity for enforcement, investigation, cleanup, removal, response, corrective, remedial, monitoring, or other action, damages, fines or penalties pursuant to any Environmental Law, and (ii) any claim by any one or more Persons seeking damages, contribution, indemnification, cost recovery, compensation, injunctive or other relief resulting from or relating to a release of any Hazardous Materials or alleged injury or threat of injury to health, safety, property, natural resources or the environment.

(d) The Company has made available to the Buyer true, complete and correct copies of all material records and files, environmental audits, reports, and other material environmental documents, studies, analysis, tests and monitoring which, to the Knowledge of the Company, are in its possession or control concerning the existence of any Hazardous Materials or any other environmental concern at any property currently or formerly owned, operated or leased by the Company or concerning compliance by the Company with, or liability under, any Environmental Law.

(e) For purposes of this Section 2.17, the following terms shall have the following meanings:

(i) **"Environmental Laws"** means all foreign, federal, state and local Laws of any Governmental Entity relating to (A) the generation, treatment, storage, disposal, use, handling, manufacturing, transportation or shipment of Hazardous Materials, or (B) the environment or to emissions, discharges, releases or threatened releases of Hazardous Materials into the environment.

(ii) **"Hazardous Materials"** means (A) petroleum and petroleum products, radioactive materials and friable asbestos; and (B) chemicals and other materials and substances which are now defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," or "toxic pollutants" under any Environmental Law.

Section 2.18 Employee and Labor Matters. The Company is not a party to any collective bargaining or other labor union Contract applicable to Persons employed by it, no collective bargaining agreement is being negotiated by the Company, and, to the Knowledge of the Company, there are no activities or proceedings of any labor union to organize any of the employees of the Company. Except as set forth in Section 2.18 of the Company Disclosure Schedule, (a) the Company is in compliance in all material respects with all applicable Laws relating to employment and employment practices, wages, hours, occupational safety, health standards, severance payments, equal opportunity, payment of social security, national insurance and other Taxes, and terms and conditions of employment, (b) there are no charges with respect to or relating to the Company, or to the Knowledge of the Company, threatened by or before any Governmental Entity responsible for the prevention of unlawful or discriminatory employment practices or unfair labor practices, and (c) there is no strike, work stoppage, work slowdown, lockout, picketing, concerted refusal to work overtime, or other similar labor activity pending or, to the Knowledge of the Company, threatened against or involving the Company or within the last three years. All sums due for employee, consultant and independent contractor compensation and benefits, including pension and severance benefits, and all vacation time owing to any employees of the Company have been duly and adequately accrued on the accounting records of the Company. Except to the extent a failure to correctly characterize or treat would not result in material liability to the Company, all individuals characterized and treated by the Company as consultants or independent contractors are properly treated as independent contractors under all applicable Laws. Except to the extent a failure to correctly classify would not result in material liability to the Company, all employees of the Company classified as exempt under the Fair Labor Standards Act and state and local wage and hour Laws are properly classified.

(a) Section 2.19 of the Company Disclosure Schedule sets forth a true, correct and complete list of:

(i) all “employee benefit plans,” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), with respect to which the Company has any obligation or liability, contingent or otherwise (the “**Benefit Plans**”);

(ii) all current directors, Officers and employees of the Company; and

(iii) all employment, consulting, termination, profit sharing, severance, change of control, individual compensation and indemnification agreements, and all bonus and other incentive compensation, deferred compensation, salary continuation, disability, severance, stock award, stock option, stock purchase, educational assistance, legal assistance, club membership, employee discount, employee loan, credit union and vacation agreements, policies and arrangements under which the Company has any obligation or liability (contingent or otherwise) in respect of any current or former officer, director, employee, consultant or contractor of the Company (the “**Employee Arrangements**”).

(b) In respect of each Benefit Plan and Employee Arrangement, a complete and correct copy of each of the following documents (if applicable) has been made available to the Buyer: (i) the most recent plan and related trust documents, and all amendments thereto; (ii) the most recent summary plan description, and all related summaries of modifications thereto; (iii) the most recent Form 5500 (including schedules and attachments); (iv) the most recent Internal Revenue Service (“**IRS**”) determination, opinion or notification letter; and (v) each written Employee Arrangement, and all amendments thereto.

(c) None of the Benefit Plans or Employee Arrangements is subject to Title IV of ERISA, constitutes a defined benefit retirement plan or is a multiemployer plan described in Section 3(37) of ERISA, and the Company has no obligation or liability (contingent or otherwise) in respect of any such plans.

(d) The Benefit Plans and their related trusts intended to qualify under Sections 401 and 501(a) of the Code, respectively, have either received a favorable determination, opinion or notification letter from the IRS with respect to each such Benefit Plan as to its qualified status under the Code, or has remaining a period of time under applicable U.S. Treasury Regulations or IRS pronouncements in which to apply for such a letter and make any amendments necessary to obtain a favorable determination as to the qualified status of each such Benefit Plan.

(e) All contributions and other payments required to have been made by the Company to or under any Benefit Plan or Employee Arrangement by applicable Law or the terms of such Benefit Plan or Employee Arrangement (or any agreement relating thereto) have been timely and properly made.

(f) The Benefit Plans and Employee Arrangements have been maintained and administered in accordance with their terms and applicable Laws.

(g) There are no pending or, to the Knowledge of the Company, threatened actions, claims, suits or proceedings against or relating to any Benefit Plan or Employee Arrangement (other than routine benefit claims by persons entitled to benefits thereunder) and, to the Knowledge of the Company, there are no facts or circumstances which could reasonably be expected to form the basis for any of the foregoing.

(h) The Company has no obligation or liability (contingent or otherwise) to provide post-retirement life insurance or health benefits coverage for current or former officers, directors, employees, consultants or contractors except (i) as may be required under Part 6 of Title I of ERISA, (ii) a medical expense reimbursement account plan pursuant to Section 125 of the Code, or (iii) through the last day of the calendar month in which the participant terminates employment.

(i) None of the assets of any Benefit Plan is stock of the Company.

(j) Neither the execution and delivery of any of the Transaction Documents nor the consummation of any of the Contemplated Transactions will (i) result in any payment becoming due to any director, officer, employee, consultant or contractor (current, former or retired) of the Company, (ii) increase any benefits under any Benefit Plan or Employee Arrangement or (iii) result in the acceleration of the time of payment of, vesting of, or other rights in respect of any such benefits (except as may be required by the partial or full termination of any Benefit Plan intended to be qualified under Section 401 of the Code). No Benefit Plan or Employee Arrangement in effect immediately prior to the Closing Date would result, individually or in the aggregate (including as a result of this Agreement, any of the Transaction Documents or any of the Contemplated Transactions), in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code.

(k) Each Benefit Plan or Employee Arrangement that is a non-qualified deferred compensation plan or arrangement subject to Section 409A of the Code has been operated and administered in good faith compliance with Section 409A of the Code from the period beginning January 1, 2005, or the date such Benefit Plan or Employee Arrangement was established, whichever date is later, through the date hereof.

(l) The Company has made available to the Buyer a true, complete and correct list of the following (if applicable) for each current employee, consultant and contractor of the Company: base salary; any bonus obligations; immigration status; hire date; time-off balance; and pay rate.

Section 2.20 Brokers and Finders. Neither of the Company nor any of its Representatives has employed any investment banker, broker or finder, except as set forth in Section 2.20 of the Company Disclosure Schedule, or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with any of the Contemplated Transactions for which the Buyer would be liable.

Section 2.21 Stockholder Vote Required. The affirmative vote of the holders of a majority of the outstanding shares of Common Stock is the only vote of the holders of such stock necessary to approve and adopt this Agreement and the Contemplated Transactions.

Section 2.22 Absence of Questionable Payments. None of the Company or, to the Knowledge of the Company, any director, Officer, employee, consultant or other Person acting on behalf of the Company has (a) used any corporate funds for unlawful contributions, payments, gifts or expenditures, (b) made any unlawful expenditures of corporate funds relating to political activity to government officials or others or (c) established or maintained any unlawful or unrecorded corporate funds in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any other applicable domestic or foreign Law. None of the Company or, to the Knowledge of the Company, any director, Officer, employee, consultant or other Person acting on behalf of the Company has offered, paid or agreed to pay to any Person (including any governmental official), or solicited, received or agreed to receive from any such Person, directly or indirectly, any unlawful contributions, payments, gifts, expenditures, money or anything of value for the purpose or with the intent of (a) obtaining or maintaining business for the Company, (b) facilitating the purchase or sale of any product or service, or (c) avoiding the imposition of any fine or penalty.

Section 2.23 Books and Records. The books of account and other books and records of the Company are complete and accurate and have been maintained in accordance with sound business practice, applicable requirements of Law and GAAP consistently applied, except as set forth in Section 2.23 of the Company Disclosure Schedule.

Section 2.24 Bank Accounts; Powers of Attorney. Section 2.24 of the Company Disclosure Schedule sets forth a true, complete and correct list showing: (a) all banks in which the Company maintains a bank account or safe deposit box (collectively, "**Bank Accounts**"), together with, as to each such Bank Account, the type of account, account number and the names of all signatories thereof and, with respect to each such safe deposit box, if any, the number thereof and the names of all Persons having access thereto; and (b) the names of all Persons holding powers of attorney from the Company, true, complete and correct copies of which have been made available to the Buyer.

Section 2.25 Customers and Suppliers. There are no material disputes between the Company, on the one hand, and any of the Major Customers and Suppliers, on the other hand, that relate to the operation of the business of the Company. Since January 1, 2017, none of the Major Customers and Suppliers has terminated, cancelled, not renewed or materially reduced, or notified the Company in writing of its intention to terminate, cancel, not renew or materially reduce, its relationship with the Company.

Section 2.26 Accounts Receivable. Except as set forth in Section 2.26 of the Company Disclosure Schedule, all accounts receivable of the Company have arisen from bona fide transactions in the ordinary course of business, are valid and enforceable and are collectible in the ordinary course of business and not subject to set-off or counterclaim. Any allowances that the Company has established for doubtful accounts have been established on a basis consistent with its prior practice and in accordance with GAAP.

Section 2.27 Certain Transactions. Except as set forth on Section 2.27 of the Company Disclosure Schedule, none of the Stockholders, Officers or directors of the Company, or any of their respective Affiliates or any member of any such Person's immediate family (for this purpose, "immediate family" means such Person's spouse, parents, children and siblings), is presently a party to any Contract or transaction with the Company, including without limitation, any Contract (i) providing for the furnishing of services by, (ii) providing for the rental of real or personal property from, or (iii) otherwise requiring payments to (other than for services in the foregoing capacities) any such Person or any corporation, partnership, trust or other entity in which any such Person has a substantial interest as a Stockholder, officer, director, trustee or partner, and no such Person owns directly or indirectly any interest in (excluding passive investments in less than 1% of the shares of any company that lists its shares on a national securities exchange), or serves as an officer or director or in another similar capacity of, any competitor or customer of the Company or any organization that has a Material Contract with the Company.

Section 2.28 Reliance. The foregoing representations and warranties are made by the Company and the Stockholders with the knowledge and expectation that the Buyer is relying upon them.

Section 2.29 Disclosure. No representation or warranty by the Company or the Stockholders in this Agreement, including the Company Disclosure Schedule, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS

Except as set forth in the Company Disclosure Schedule, each Stockholder, as to himself only, hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, except to the extent certain representations and warranties are limited to a certain date set forth in the applicable section, as follows:

Section 3.1 Ownership of Shares. Such Stockholder owns the number of shares of Common Stock set forth next to such Stockholder's name in Section 2.2 of the Company Disclosure Schedule free and clear of all Encumbrances and, as a result of the Stock Purchase, the Buyer will acquire good, valid and marketable title to such shares of Common Stock free and clear of all Encumbrances, other than those that may be created or incurred by the Buyer. Except as set forth in Section 3.1 of the Company Disclosure Schedule, the Stockholder has not granted any power of attorney with respect to any of the Shares owned by such Stockholder.

Section 3.2 Authority Relative to this Agreement. Such Stockholder has all requisite right, power and authority to execute and deliver the Transaction Documents to which such Stockholder is a party, to perform such Stockholder's obligations thereunder and to consummate the Contemplated Transactions. This Agreement has been, and each of the other Transaction Documents to which the Stockholder is a party will be, duly and validly executed and delivered by such Stockholder and, assuming this Agreement has been, and each of the other Transaction Documents to which the Stockholder is a party will be, duly authorized, executed and delivered by the other parties thereto, this Agreement constitutes, and each of the other Transaction Documents to which the Stockholder is a party will constitute, a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with their respective terms, except as limited by applicable Bankruptcy and Equity Principles.

Section 3.3 Consents and Approvals; No Violations. None of the execution or delivery of any of the Transaction Documents by such Stockholder, the performance by such Stockholder of any of such Stockholder's obligations thereunder, or the consummation of any of the Contemplated Transactions by such Stockholder will (a) require the Stockholder to obtain or make any consent, waiver, approval, exemption, declaration, license, authorization or permit of, or registration or filing with or notification to, any Governmental Entity, (b) require a consent under, result in a material violation or material breach of, constitute (with or without notice or lapse of time or both) a material default (or give rise to any right of termination, cancellation, amendment or acceleration or any obligation) under, or result in the creation of any Encumbrance on any of the properties or assets of such Stockholder pursuant to, any of the terms, conditions or provisions of any Contract to which such Stockholder is a party or by which such Stockholder or any of such Stockholder's properties or assets is bound, or (c) violate any Law of any Governmental Entity applicable to such Stockholder or by which such Stockholder or any of such Stockholder's properties or assets is bound.

Section 3.4 Litigation. There is no action, suit or proceeding pending or, to the Knowledge of such Stockholder, threatened against such Stockholder by or before any Governmental Entity that questions the validity of any of the Transaction Documents or any action to be taken in connection with the consummation of any of the Contemplated Transactions or would otherwise prevent or materially delay the consummation of any of the Contemplated Transactions.

Section 3.5 Brokers and Finders. Such Stockholder has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with any of the Contemplated Transactions for which the Buyer or the Company would be liable, except as set forth in Section 3.5 of the Company Disclosure Schedule.

(a) Offering Exemption. Such Stockholder understands that the shares of Buyer Common Stock to be acquired by such Stockholder pursuant to the Share Purchase have not been registered under the Securities Act, nor qualified under any state securities Laws, and that such shares of Buyer Common Stock are being offered and sold pursuant to an exemption from such registration and qualification based in part upon the representations contained herein. Such Stockholder is an “accredited investor” as defined in Rule 501(a) under the Securities Act or a “sophisticated investor” as construed in Rule 506(b)(2)(ii) under the Securities Act.

(b) Knowledge and Experience; Ability to Bear Economic Risks. Such Stockholder has such knowledge and experience in financial and business matters that such Stockholder is capable of evaluating the merits and risks of the investment contemplated by this Agreement; and such Stockholder is able to bear the economic risk of this investment in the shares of Buyer Common Stock (including a complete loss of such Stockholder’s investment).

(c) Limitations on Disposition.

(i) Such Stockholder understands that the Stockholder must bear the economic risk of such Stockholder’s investment in the shares of Buyer Common Stock indefinitely unless the shares of Buyer Common Stock are registered pursuant to the Securities Act or an exemption from such registration is available, and unless the disposition of such shares of Buyer Common Stock is qualified under applicable state securities Laws or an exemption from such qualification is available. Such Stockholder further understands that there is no assurance that any exemption from the Securities Act will be available or, if available, that such exemption will allow such Stockholder to Transfer any or all of such Stockholder’s interest in the shares of Buyer Common Stock in the amounts or at the times such Stockholder might propose.

(ii) Such Stockholder acknowledges that he is aware of Rule 144 under the Securities Act (“**Rule 144**”) which permits limited public resales of “restricted securities” subject to the satisfaction of certain conditions. Such Stockholder understands that under Rule 144, except as otherwise provided in paragraph (d) of that Rule, the conditions include, among other things: the availability of certain current public information about the issuer, certain holding periods and limitations on the amount of securities to be sold and the manner of sale. Stockholder acknowledges that in the event all of the requirements of Rule 144 are not met, registration under the Securities Act, or an exemption from registration will be required for any disposition of the Buyer Common Stock. Such Stockholder understands, that although Rule 144 is not exclusive, the SEC has expressed its opinion that persons proposing to sell restricted securities received other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

(d) Advisors. Such Stockholder has consulted his own legal and tax advisors regarding the consequences of the transaction contemplated by this Agreement and acknowledges that he is not relying upon, nor has he received, any legal or tax advice from the Company, the Buyer or their respective legal counsel or accountants.

(e) Investment Purpose. Such Stockholder is acquiring such Stockholder's interest in the shares of Buyer Common Stock solely for such Stockholder's own account for investment and not with a view toward the resale, Transfer or distribution thereof, nor with any present intention of Transferring or distributing such Stockholder's interest in the shares of Buyer Common Stock.

(f) Restrictive Legend. Such Stockholder understands and acknowledges that the shares of Buyer Common Stock are characterized as "restricted securities" under U.S. securities Laws and agrees to the imprinting, so long as required by Law, of the following legend on certificates representing such Stockholder's shares of Buyer Common Stock:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA. THE SECURITIES MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE BUYER

Except as set forth in the Buyer's disclosure schedule provided herewith (the "**Buyer Disclosure Schedule**"), the Buyer hereby represents and warrants to the Company and the Stockholders, as of the date hereof and as of the Closing Date, except to the extent certain representations and warranties are limited to a certain date set forth in the applicable section, as follows:

Section 4.1 Corporate Organization, Etc. The Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Nevada and has all requisite corporate power and authority to conduct its business as it is now being conducted and to own, lease and operate its properties and assets. The Buyer is qualified to do business as a foreign corporation and is in good standing (to the extent such concept is recognized) in each jurisdiction in which the ownership of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing (if applicable) would not, individually or in the aggregate, have a Buyer Material Adverse Effect. True and complete copies of the organizational and governing documents of the Buyer as presently in effect have been heretofore made available to the Company. The Buyer is not in violation of any term or provision of its organizational or governing documents.

Section 4.2 Capitalization. The authorized shares of capital stock of the Buyer consist of (a) 100,000,000 shares of Buyer Common Stock, of which 53,083,787 shares were outstanding as of December 11, 2017, and (b) 10,000,000 shares of preferred stock, of which no shares were outstanding as of the date hereof. Except for the Buyer Common Stock issued upon exercise of options or warrants, no shares of Buyer Common Stock have been issued between November 27, 2017 and the date hereof. All outstanding shares of Buyer Common Stock are duly authorized, validly issued, fully paid and non-assessable, and issued free from preemptive rights and in compliance with all applicable U.S. state and federal securities Laws. As of the date hereof, except for 33,000 shares of Buyer Common Stock reserved for issuance pursuant to the exercise of outstanding stock options, 2,032,527 shares of Buyer Common Stock reserved for issuance pursuant to the exercise of outstanding warrants, 15,747,752 shares of Buyer Stock reserved for issuance pursuant to the conversion of outstanding November 2017 convertible notes, 3,953,333 shares of Buyer Common Stock issuable upon the conversion of the Buyer's convertible notes, and 1,412,400 shares of Buyer Common Stock issuable under a consulting contract for e-commerce marketing services, there are no outstanding (i) securities convertible into or exchangeable for capital stock of the Buyer, (ii) options, warrants or other rights to purchase or subscribe for capital stock of the Buyer, or (iii) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance of any capital stock of the Buyer, any such convertible or exchangeable securities or any such options, warrants or rights, pursuant to which, in any of the foregoing cases, Buyer is subject or bound.

Section 4.3 Authority Relative to this Agreement. The Buyer has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party, to perform its obligations thereunder and to consummate the Contemplated Transactions. The execution and delivery of the Transaction Documents to which it is a party, the performance of its obligations thereunder and the consummation of the Contemplated Transactions, including, without limitation, the Stock Purchase, have been duly and validly authorized by all required corporate or other action on the part of the Buyer, and no other corporate or other proceedings on the part of Buyer are necessary to authorize the Transaction Documents to which it is a party or to consummate the Contemplated Transactions. This Agreement has been, and each of the other Transaction Documents to which it is a party will be, duly and validly executed and delivered by the Buyer and, assuming this Agreement has been, and each of the other Transaction Documents to which it is a party will be, duly authorized, executed and delivered by the other parties thereto, this Agreement constitutes, and each of the other Transaction Documents to which it is a party will constitute, a legal, valid and binding obligation of the Buyer, enforceable against it in accordance with their respective terms, except as limited by applicable Bankruptcy and Equity Principles. The shares of Buyer Common Stock payable by the Buyer under this Agreement have been duly authorized and, upon issuance in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, issued free from preemptive rights, free and clear of all Encumbrances (other than those created or incurred by any Stockholder) and in compliance with applicable U.S. state and federal securities Laws.

Section 4.4 Consents and Approvals: No Violations. None of the execution or delivery of any of the Transaction Documents by the Buyer, the performance by the Buyer of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Buyer will (a) violate any provision of the organizational or governing documents of the Buyer, (b) require it to obtain or make any consent, waiver, approval, exemption, declaration, license, authorization or permit of, or registration or filing with or notification to, any Governmental Entity, except for such consents, waivers, approvals, exemptions, declarations, licenses, authorizations, permits, registrations, filings and notifications which are listed in Section 4.4 of the Buyer Disclosure Schedule (the “**Buyer Consents**”), (c) require a consent under, result in a material violation or material breach of, constitute (with or without notice or lapse of time or both) a material default (or give rise to any right of termination, cancellation, amendment or acceleration or any obligation) under, or result in the creation of any Encumbrance on any of the properties or assets of the Buyer pursuant to, any of the terms, conditions or provisions of any material Contract to which the Buyer is a party or by which the Buyer or any of its properties or assets is bound, (d) violate any Law of any Governmental Entity applicable to the Buyer or by which the Buyer or any of its properties or assets is bound or (e) require the Buyer to obtain the approval of any holders of any of its capital stock by Law, the Buyer's articles of incorporation or bylaws or otherwise in order for the Buyer to consummate the Stock Purchase and the Contemplated Transactions.

Section 4.5 Litigation. There is no material action, suit, proceeding or investigation pending or, to the Knowledge of the Buyer, threatened against the Buyer or any of their respective properties by or before any Governmental Entity. The Buyer is not subject to any outstanding injunction, writ, judgment, order or decree of any Governmental Entity. There is no action, suit or proceeding pending or, to the Knowledge of the Buyer, threatened against the Buyer by or before any Governmental Entity that questions the validity of any of the Transaction Documents or any action to be taken in connection with the consummation of any of the Contemplated Transactions or would otherwise prevent or materially delay the consummation of any of the Contemplated Transactions.

Section 4.6 Brokers and Finders. The Buyer has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with any of the Contemplated Transactions for which any of the Company or the Stockholders would be liable.

Section 4.7 SEC Filings: Financial Statements.

(a) The Buyer has filed or furnished all forms, reports, statements and other documents (including all exhibits, supplements and amendments thereto) required to be filed or furnished by it with the U.S. Securities and Exchange Commission (the "**SEC**") since November 8, 2016 (such documents, together with all exhibits and schedules thereto and all information incorporated therein by reference, the "**SEC Reports**"). Each SEC Report (including any financial statements or schedules included therein) (i) as of its date of filing or, if applicable, as of the time of its most recent amendment, complied in all material respects with, to the extent in effect at such time, the requirements of the Securities Act or the Exchange Act, as the case may be, including, in each case, the rules and regulations promulgated thereunder, and (ii) as of its date of filing (and, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were or are made, not misleading.

(b) Each of the financial statements (including, in each case, any notes and schedules thereto) included or incorporated by reference in the SEC Reports (collectively, the “**Buyer Financials**”) fairly presents in all material respects the financial position, results of operations, cash flows and changes in stockholders' equity of the Buyer and its subsidiaries as at the respective dates thereof and for the respective periods indicated therein except as otherwise noted therein (except that the unaudited interim statements may not contain footnotes and are subject to normal and recurring year-end adjustments) and have been prepared in all material respects in accordance with the applicable rules and regulations promulgated by the SEC and GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto.

(c) Except as set forth in Section 4.7 of the Buyer Disclosure Schedule, the Buyer does not have any liabilities or obligations that have or would reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.8 Absence of Certain Changes or Events. Since November 8, 2016, there has not been any change, circumstance or event which has had, or would reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.9 Reliance. The foregoing representations and warranties are made by the Buyer with the knowledge and expectation that the Company and the Stockholders are relying upon them.

Section 4.10 Disclosure. No representation or warranty by the Buyer in this Agreement, including the Buyer Disclosure Schedule, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made.

ARTICLE V. COVENANTS

Section 5.1 Conduct of the Business of the Company Pending the Closing. Except as otherwise expressly provided by this Agreement or with the prior written consent of Buyer (which may not be unreasonably withheld, delayed or conditioned), during the period between the date of this Agreement and the Closing, the Company will conduct its business and operations in the ordinary and usual course of business, in substantially the same manner as heretofore conducted, and use commercially reasonable efforts consistent therewith to preserve intact its properties, assets and business organization, to keep available the services of its officers, employees, consultants and contractors and to maintain its business relationships with customers, suppliers, distributors and others having commercially beneficial business relationships with it. Without limiting the generality of the foregoing, the Company will not, prior to the Closing, without the prior written consent of the Buyer (which may not be unreasonably withheld, delayed or conditioned):

(a) issue, sell or pledge, or authorize or propose the issuance, sale or pledge of, any (i) additional shares of capital stock, or securities convertible into or exchangeable for any such shares, or any rights, warrants or options to acquire any such shares or other convertible or exchangeable securities, or (ii) other securities in respect of, in lieu of, or in substitution for, any shares of capital stock outstanding on the date hereof;

- (b) split, combine or reclassify any shares of its capital stock;
- (c) declare or pay any dividend or distribution to any Stockholder;
- (d) redeem, purchase or otherwise acquire any outstanding shares of capital stock;
- (e) propose or adopt any amendment to any of its organizational or governing documents;

(f) (i) incur or assume any long-term or short-term debt or issue any debt securities; (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person; (iii) make any loans, advances or capital contributions to, or investments in, any other Person; (iv) pledge or otherwise encumber shares of its capital stock; or (v) mortgage or pledge any of its assets, tangible or intangible, or create or suffer to exist any Encumbrance thereupon;

(g) (i) increase in any manner the rate or terms of compensation or benefits of any of its directors, Officers, employees, consultants or contractors, except for increases to employees (other than Officers), consultants or contractors made in the ordinary course of business, (ii) except as set forth in Section 5.1(g) of the Company Disclosure Schedule, pay or agree to pay any pension, retirement allowance or other benefit not required or permitted by any existing Benefit Plan or Employee Arrangement to any director, officer, employee, consultant or contractor, whether past or present, or (iii) except as set forth on Section 5.1(g) of the Company Disclosure Schedule, adopt, enter into, terminate or amend any Benefit Plan or Employee Arrangement, other than, with respect to Employee Arrangements, in the ordinary course of business;

- (h) acquire, sell, lease or dispose of any assets outside the ordinary and usual course of business;

(i) acquire (by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or entity or division thereof or any equity interest therein;

- (j) settle or compromise any pending or threatened suit, action, proceeding or, other than in the ordinary course of business, claim;

- (k) fail to comply in any material respect with any Law or Permit applicable to it or any of its assets or allow any Permit to lapse;

(l) sell, dispose of, or permit to lapse, or, other than in the ordinary course of business, license, any rights to any material Intellectual Property;

(m) change any of its banking or safe deposit arrangements;

(n) fail to maintain its books, accounts and records in the ordinary course on a basis consistent with prior years or make any change in the accounting principles, methods or practices used by it;

(o) amend, modify, waive any material provision of or terminate any Material Contract or enter into any Contract which, if entered into prior to the date hereof, would have been a Material Contract, in each case other than in the ordinary course of business;

(p) make any capital expenditures in excess of \$10,000 in the aggregate;

(q) satisfy, discharge, waive or settle any liabilities, other than in the ordinary course of business;

(r) (i) fail to timely file any Tax Return that is due, (ii) file any amended Tax Return or claim for refund, (iii) consent to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment, (iv) make any Tax election, or (v) settle or compromise any Tax liability; or

(s) take or agree in writing to take any of the actions described in this Section 5.1 or any action that would make any of the representations or warranties contained in this Agreement untrue, incomplete or incorrect in any material respect.

Section 5.2 Access to Information. From the date of this Agreement to the Closing, the Company will (a) give the Buyer and its authorized Representatives reasonable access to all personnel, books, records, offices and other facilities and properties of the Company, (b) permit the Buyer and its authorized Representatives to make such inspections thereof as the Buyer may reasonably request, and (c) cause the Officers and employees of the Company to furnish the Buyer with such financial and operating data and other information with respect to the business and operations of the Company as the Buyer may from time to time reasonably request. From the date of this Agreement to the Closing, the Buyer will (a) permit the Company and its authorized Representatives to make such inspections thereof as the Company may reasonably request, and (b) cause the officers and employees of the Buyer to furnish the Company with such financial and operating data and other information with respect to the business and operations of the Buyer as the Company may from time to time reasonably request; provided, however, that all access under this Section 5.2 shall be conducted at a reasonable time, during normal business hours, on reasonable advance notice and in such a manner as not to interfere unreasonably with the operation of the business of the Company or the Buyer, as applicable. No investigation under this Section 5.2 shall affect or be deemed to modify any of the representations or warranties made by any of the Buyer, the Company or the Stockholders in this Agreement.

Section 5.3 Disclosure Supplements. From time to time prior to the Closing, the Company will supplement or amend the Company Disclosure Schedule with respect to any matter hereafter arising or of which the Company becomes aware after the date hereof which, if existing, occurring or known at or prior to the date of this Agreement, would have been required to be set forth or described in the Company Disclosure Schedule or which is necessary to complete or correct any information in the Company Disclosure Schedule or in any representation or warranty which has been rendered inaccurate thereby (each a "**Schedule Supplement**").

Section 5.4 Consents and Approvals. Each of the parties hereto shall use its commercially reasonable efforts to obtain as promptly as practicable all consents, waivers, approvals, exemptions, licenses and authorizations required to be obtained from any Person or Governmental Entity in connection with the consummation of any of the Contemplated Transactions; provided, however, that no party is required to make any payment to any Person or Governmental Entity to obtain any consents, waivers, approvals, exemptions, licenses or authorizations.

Section 5.5 Filings. Promptly after the execution of this Agreement, each of the parties hereto shall prepare and make or cause to be made any required filings, registrations, submissions and notifications under the Laws of any jurisdiction to the extent necessary to consummate any of the Contemplated Transactions.

Section 5.6 Further Assurances.

(a) Upon the terms and subject to the conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken all actions, and to do or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Contemplated Transactions. In furtherance and not in limitation of the covenants of the parties contained in this Section, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any Contemplated Transaction, each of the Buyer, the Company and the Stockholders will cooperate in all respects with each other and use his or its respective commercially reasonable efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of any of the Contemplated Transactions; provided, however, that no party is required to make any payment to any Person (other than its Representatives) in connection with the foregoing.

(b) The Company and the Principal Stockholders will use their commercially reasonable efforts to have key employees of the Company identified by the Buyer execute and deliver to Buyer a non-competition and non-solicitation agreement, containing restrictions similar to those set forth in Section 6.5(a) and (b) of this Agreement, provision for injunctive relief and indemnification for breaches of such agreement and otherwise containing the Buyer's customary terms and conditions. In addition, the Minority Stockholders will, and the Company and the Principal Stockholders will use their commercially reasonable efforts to have other employees of the Company identified by the Buyer on or before the Closing Date, execute and deliver to the Buyer a confidentiality and assignment of inventions agreement containing the Buyer's customary terms and conditions, a copy of which has been provided to the Company before the date hereof.

Section 5.7 Conduct of the Business of the Buyer Pending the Closing. Except as otherwise expressly provided by this Agreement or with the prior written consent of the Company (which may not be unreasonably withheld, delayed or conditioned), during the period between the date of this Agreement and the Closing, the Buyer covenants and agrees that it shall not amend its articles of incorporation or bylaws in a manner, or take any other action that will be, materially adverse to the Company or the Stockholders, it being understood that the Buyer filed with the SEC a definitive information statement on Schedule 14A on December 29, 2017, and the actions to be taken as described therein would not be deemed to be materially adverse to the Company or the Stockholders.

ARTICLE VI. ADDITIONAL AGREEMENTS

Section 6.1 Acquisition Proposals. Neither the Company nor the Stockholders will, nor will any of them authorize or permit any officer, director, employee, consultant or contractor or any investment banker, attorney, accountant or other agent or Representative of the Company or any of the Stockholders acting on any of their behalf to, directly or indirectly, (a) solicit, initiate or intentionally encourage the submission of any Acquisition Proposal or (b) participate in any discussions or negotiations regarding, or furnish to any Person any information in respect of, or take any other action to facilitate, any Acquisition Proposal or any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal. Immediately after the execution and delivery of this Agreement, each of the Company and the Stockholders will, and will cause its officers, directors, employees, investment bankers, attorneys, accountants and other agents and Representatives to, cease and terminate any existing activities, discussions or negotiations with any parties conducted heretofore in respect of any possible Acquisition Proposal and will promptly inform the Buyer of the receipt of any subsequent Acquisition Proposal. Each of the Company and the Stockholders will take all necessary steps to promptly inform the individuals or entities referred to in the first sentence of this Section 6.1 of the obligations undertaken in this Section 6.1. **"Acquisition Proposal"** means an inquiry, offer or proposal regarding any of the following (other than the Contemplated Transactions) involving the Company: (i) any merger, consolidation, share exchange, recapitalization, business combination or other similar transaction; (ii) any sale of shares of capital stock or other equity interests or securities; (iii) any sale, lease, exchange, mortgage, pledge, Transfer or other disposition of all or any material portion of its assets in a single transaction or series of transactions; or (iv) any public announcement of a proposal, plan or intention to do any of the foregoing or any agreement to engage in any of the foregoing.

Section 6.2 Public Announcements. The Buyer, on the one hand, and the Company and the Stockholders, on the other hand, will consult with one another before issuing any press release or otherwise making any public statements in respect of any of the Contemplated Transactions, including the Stock Purchase, and will not issue any such press release or make any such public statement without the prior written consent of the other party (which may be given by the Stockholders' Agent on behalf of the Stockholders); provided, however, that (a) following the execution of this Agreement, the Buyer shall determine, in its sole discretion, whether or not to issue any public announcement with respect to the Contemplated Transactions and the content thereof (provided, however, that the Buyer shall consult with and consider any comments from the Stockholders' Agent regarding the content of any such announcement) and (if the Buyer so chooses, in its sole discretion) may issue such public announcement, and (b) any party may at any time make disclosures regarding the Contemplated Transactions if it is advised by legal counsel that such disclosure is required under applicable Law or by a Governmental Entity or any listing agreement with a public securities exchange, in which case the disclosing party will (i) consult with the other parties hereto prior to such disclosure, and (ii) seek confidential treatment for such portions of such disclosure as are reasonably requested by any other party hereto.

(a) Indemnification by the Stockholders. Subject to the other terms of this Section 6.3, the Stockholders will, severally but not jointly, defend, indemnify and hold harmless the Buyer and its Representatives (collectively, the **"Buyer Indemnified Parties"**), from and against and in respect of any and all losses, liabilities, obligations, claims, actions, damages, judgments, penalties, fines, settlements and expenses, including reasonable attorneys' fees (collectively, **"Losses"**), incurred by any of the Buyer Indemnified Parties arising out of, based upon or related to (i) any inaccuracy or breach of any of the representations or warranties made by any of the Company or the Stockholders in this Agreement, (ii) any breach of or failure to comply with any covenant or agreement made by any of the Company or the Stockholders in this Agreement, or (iii) any Company Taxes for any Tax period (or portion thereof) ending on or prior to the Closing Date, excluding 50% of any Transfer Taxes incurred in connection with this Agreement or any of the Contemplated Transactions. **"Transfer Taxes"** shall mean any transfer, documentary, sales, use, stamp, registration and other substantially similar Taxes and fees.

(b) Indemnification by the Buyer. Subject to the other terms of this Section 6.3, the Buyer will defend, indemnify and hold harmless the Stockholders and each of their respective Representatives (collectively, the **"Stockholder Indemnified Parties"**) from and against and in respect of any and all Losses incurred by any of the Stockholder Indemnified Parties arising out of, based upon or related to (i) any inaccuracy or breach of any of the representations or warranties made by the Buyer in this Agreement, or (ii) any breach of or failure to comply with any covenant or agreement made by the Buyer in this Agreement.

(c) Indemnification Procedure.

(i) The Person seeking indemnification under this Section 6.3 (the **"Indemnified Party"**) shall give to the party(ies) from whom indemnification is sought (the **"Indemnifying Party"**) prompt written notice (in the case of indemnification under Section 6.3(a), such notice shall be given to the Stockholders' Agent) of any third-party claim which may give rise to any indemnity obligation under this Section 6.3, and the Indemnifying Party will have the right to assume the defense of any such claim through counsel of its own choosing, by so notifying the Indemnified Party within ten (10) days of receipt of the Indemnified Party's written notice; provided, however, that such counsel shall be reasonably satisfactory to the Indemnified Party. Failure of the Indemnified Party to give prompt notice shall not affect the Indemnifying Party's indemnification obligations hereunder except to the extent the Indemnifying Party is materially prejudiced by such failure. If the Indemnified Party desires to participate in any such defense assumed by the Indemnifying Party, it may do so at its sole cost and expense; provided, however, that the Indemnified Party will be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if, in the reasonable judgment of counsel to the Indemnified Party, a conflict or potential conflict exists, or there are separate or additional defenses available to the Indemnified Party, that would make such separate representation advisable. If the Indemnifying Party declines to assume any such defense or fails to diligently pursue any such defense, then the Indemnifying Party will be liable for all reasonable costs and expenses incurred by the Indemnified Party in connection with investigating, defending, settling and/or otherwise dealing with such claim, including reasonable fees and disbursements of counsel. The parties hereto agree to cooperate with each other in connection with the defense of any such claim. The Indemnifying Party will not, without the prior written consent of the Indemnified Party, settle, compromise, or consent to the entry of any judgment with respect to any such claim, unless such settlement, compromise or judgment (A) does not result in the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnified Party or any Affiliate thereof, (B) does not involve any remedies other than monetary damages, and (C) includes an unconditional release of the Indemnified Party and its Affiliates for all liability arising out of such claim and any related claim. The Indemnified Party will not, without the prior written consent of the Indemnifying Party, which will not be unreasonably withheld, delayed or conditioned, settle, compromise, or consent to the entry of any judgment with respect to any such claim.

(ii) If an indemnification claim by any Indemnified Party is not disputed by the Indemnifying Party within thirty (30) days after the Indemnifying Party's having received written notice thereof, or has been resolved by a Law of a Governmental Entity, by a settlement of the indemnification claim in accordance with Section 6.3(c)(i) or by agreement of the Indemnified Party and the Indemnifying Party (any of the foregoing, a "**Resolution**"), then (A) in the case of indemnification under Section 6.3(b), the Buyer will pay to the Stockholder Indemnified Party promptly following such Resolution an amount in cash equal to the Losses of such Stockholder Indemnified Party as set forth in such Resolution, or (B) in the case of indemnification under Section 6.3(a), the Buyer will deliver evidence of such Resolution to the Stockholders' Agent, whereupon the Stockholders' Agent will deliver to the Buyer Indemnified Party an amount equal to the Losses of such Buyer Indemnified Party as set forth in such Resolution. At the election of the Stockholders' Agent, the amount to be delivered to the Buyer Indemnified Party in accordance with the immediately preceding sentence may be deducted from the second tranche of the Stock Issuance or Earn-Out Payments (if and only to the extent such amount has been earned) on a pro rata basis among the Stockholders determined in accordance with the allocation set forth in Section 1.2(b) of the Company Disclosure Schedule. In addition, at the election of the Stockholders' Agent, the amount to be delivered to the Buyer Indemnified Party may be partially or fully satisfied out of any cash or Buyer Common Stock received by the Stockholders. If the Stockholders' Agent elects to indemnify the Buyer using Buyer Common Stock previously issued to it, the value of the Buyer Common Stock shall be (A) the value determined under Section 1.1(c)(iv) if the Buyer Common Stock was issued more than twelve (12) months prior to the stock return date, and (B) the value as of the date of the issuance to the Stockholders with respect to the Stock Issuance or Earn-Out Payments, as the case may be, if the Buyer Common Stock was issued less than twelve (12) months prior to the stock return date.

(d) Limitations.

(i) The foregoing indemnification obligations will survive the consummation of the Stock Purchase for a period of two (2) years following the Closing Date; provided, however, that the right to indemnification arising out of, based upon or related to any inaccuracy or breach of any of the representations or warranties contained in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.13, 2.19, 2.20, 2.21, 3.1, 3.2, 3.3, 3.5, 3.6, 4.1, 4.2, 4.3, 4.4 and 4.6 and the first sentence of Section 2.14(a) (collectively, the “**Fundamental Representations**”) will survive until the expiration of the applicable statute of limitations, including any extensions thereof, or, if no statute of limitations is applicable thereto, for a period of four (4) years after the Closing Date; and provided, further, that claims first asserted in writing within the applicable survival period will not thereafter be barred.

(ii) Except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation, or any indemnification claims arising out of, based upon or related to any of the Fundamental Representations (none of which are subject to the limitations in this Section 6.3(d)(ii)), the Stockholders will have no liability to the Buyer Indemnified Parties for indemnification claims brought under Section 6.3(a)(i) until the total amount of Losses in respect of indemnification claims under such section exceeds \$50,000 in the aggregate, and then the Buyer Indemnified Parties will be entitled to recover only such amounts in excess of \$50,000 (which threshold, for the avoidance of doubt, will be determined by aggregating all such indemnification claims rather than on a per claim basis).

(iii) (A) Except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation, or any indemnification claims arising out of, based upon or related to any of the Fundamental Representations (none of which will be counted towards the Representations Claims Cap), the maximum liability of the Stockholders for any and all Losses in respect of indemnification claims brought under Section 6.3(a)(i) shall be limited to an amount equal to \$1,200,000 (the “**Representations Claims Cap**”), and (B) except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation (none of which will be counted towards the Aggregate Claims Cap), the maximum liability of the Stockholders for any and all Losses in respect of indemnification claims brought under Section 6.3(a) shall be limited to an amount equal to the Purchase Price paid to or earned by the Stockholders (the “**Aggregate Claims Cap**”).

(iv) Except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation, or any indemnification claims arising out of, based upon or related to any of the Fundamental Representations (none of which are subject to the limitations in this Section 6.3(d)(iv)), the Buyer will have no liability to the Stockholder Indemnified Parties for indemnification claims brought under Section 6.3(b)(i) until the total amount of Losses in respect of indemnification claims under such section exceeds \$50,000 in the aggregate, and then the Stockholder Indemnified Parties will be entitled to recover only such amounts in excess of \$50,000 (which threshold, for the avoidance of doubt, will be determined by aggregating all such indemnification claims rather than on a per claim basis).

(v) (A) Except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation, or any indemnification claims arising out of, based upon or related to any of the Fundamental Representations (none of which will be counted towards the Representations Claims Cap), the maximum liability of Buyer for any and all Losses in respect of indemnification claims brought under Section 6.3(b)(i) shall be limited to an amount equal to the Representations Claims Cap, and (B) except for any indemnification claims arising out of, based upon or related to fraud or intentional misrepresentation (none of which will be counted towards the Aggregate Claims Cap), the maximum liability of Buyer for any and all Losses in respect of indemnification claims brought under Section 6.3(b) shall be limited to an amount equal to the Aggregate Claims Cap.

(vi) The right of an Indemnified Party to indemnification hereunder will not be affected by any investigation conducted, or any knowledge acquired (or capable of being acquired), at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of, or compliance with, any of the representations, warranties, covenants or agreements set forth in this Agreement, except that, in such event, an Indemnified Party will not be entitled to indemnification with respect to any inaccuracy or breach of any representation, warranty, covenant or agreement that would result in the failure of a condition set forth in Article VII if (i) the Indemnifying Party provided notice under Section 6.4 with respect to such inaccuracy or breach and (ii) the failure of such condition provides the Indemnified Party the right to terminate this Agreement under Article VIII (without regard to notices or cure periods) or the ability to not consummate the transactions contemplated hereby.

(vii) Notwithstanding anything to the contrary contained in this Section 6.3, the other Stockholders shall not be liable for any liability with respect to indemnification claims related solely to the inaccuracy or breach by an individual Stockholder of any of his representations or warranties under Article III or covenants under Section 6.5, and the Stockholder responsible for such inaccuracy or breach will be liable for the full amount of the related indemnification claims, subject to the other limitations set forth in this Section 6.3(d).

(viii) In calculating the amount of Losses recoverable pursuant to this Section 6.3, the amount of such Losses shall be reduced by (A) any insurance proceeds actually received by the Indemnified Party from any unaffiliated insurance carrier offsetting the amount of such Loss, net of any expenses incurred by the Indemnified Party in obtaining such insurance proceeds (including the payment of a deductible with respect to the same and any premium increase directly attributable thereto), and (B) any recoveries actually received by the Indemnified Party from other Persons pursuant to indemnification (or otherwise) with respect thereto, net of any expenses incurred by the Indemnified Party in obtaining such payment. If any Losses for which indemnification payments have actually been received by the Indemnified Party hereunder are subsequently reduced by any insurance payment or other recovery actually received from another Person, the Indemnified Party shall promptly remit the amount of such recovery to the applicable Indemnifying Party (up to the amount of the payment by the applicable Indemnifying Party, after deducting therefrom the full amount of the expenses incurred by such Indemnified Party (i) in procuring such recovery or (ii) in connection with such indemnification to the extent required to be, but which have not been, paid or reimbursed).

(ix) Notwithstanding anything in this Agreement to the contrary, no Stockholder shall be liable to any Buyer Indemnified Party, and Buyer shall not be liable to any Stockholder Indemnified Party, for any punitive damages.

(x) Following the Closing Date, the sole and exclusive remedy of the Buyer Indemnified Parties and the Stockholder Indemnified Parties with respect to any and all claims relating to this Agreement, the Company Disclosure Schedule, the Buyer Disclosure Schedule or any of the certificates delivered pursuant to Section 7.2(d) or Section 7.3(d) shall be indemnification in accordance with this Section 6.3, except with respect to any claim arising out of, based upon or related to fraud or intentional misrepresentation or a breach of any of the covenants set forth in Section 6.5 or Article I, and provided that any claims under the Employment Agreements shall not be limited by this section and shall be subject to any applicable remedies thereunder. Each Indemnified Party entitled to indemnification hereunder shall use commercially reasonable efforts to mitigate Losses for which it seeks indemnification hereunder, and the costs and expenses incurred in connection with such mitigation efforts shall be deemed Losses for purposes of this Section 6.3.

(e) The parties to this Agreement agree to treat any indemnity payment made pursuant to Section 6.3 as an adjustment to the aggregate Purchase Price for federal, state, local and foreign income tax purposes.

Section 6.4 Notification of Certain Matters. From the date of this Agreement to the Closing, the Company or the Stockholders' Agent (on behalf of the applicable Stockholder(s)), as applicable, will give prompt notice to the Buyer, and the Buyer will give prompt notice to the Company and the Stockholders' Agent, of (a) the occurrence or nonoccurrence of any event the occurrence or nonoccurrence of which would be likely to cause any representation or warranty made by it contained in this Agreement to be untrue or inaccurate in any material respect at or prior to the Closing, (b) any failure of the Company, any Stockholder or the Buyer, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder, (c) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with any of the Contemplated Transactions, (d) in the case of the Company, any facts or circumstances that could reasonably be expected to result in a Company Material Adverse Effect, or (e) in the case of the Buyer, any facts or circumstances that could reasonably be expected to result in a Buyer Material Adverse Effect; provided, however, that the delivery of any notice pursuant to this Section 6.4 will not cure such breach or non-compliance or limit or otherwise affect the rights, obligations or remedies available hereunder to the party receiving such notice.

Section 6.5 Non-Competition. As a material inducement to the Buyer's consummation of the Contemplated Transactions, including, without limitation, the Buyer's acquisition of the goodwill associated with the business of the Company, each of the Principal Stockholders, agree as to subsections (a)-(d) below. Notwithstanding anything to the contrary contained herein, except as set forth in Section 6.5(a), to the extent of any conflict between Section 9 of the Employment Agreements and this Section 6.5, the terms hereof shall control.

(a) Such Principal Stockholder will not, for a period of two (2) years following the Closing Date (or, with respect to each Principal Stockholder, if longer, co-terminus with the non-compete provisions in the Principal Stockholder's Employment Agreement) (computed by excluding from such computation any time during which such Principal Stockholder is found by a court of competent jurisdiction to have been in violation of any provision of this Section 6.5(a)) (the "**Restricted Period**"), directly or indirectly, for himself or on behalf of or in conjunction with any other Person, engage in, invest in or otherwise participate in (whether as an owner, employee, officer, director, manager, consultant, independent contractor, agent, partner, advisor, or in any other capacity) any business that competes with the business of the Company (such business, the "**Restricted Business**") in any Restricted Area, or at any time following the Closing Date make any use of any Company Intellectual Property other than in connection with the business of the Company. Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit the acquisition as a passive investment of not more than five percent (5%) of the capital stock of a competing business whose stock is traded on a national securities exchange or over-the-counter and shall not be deemed to prohibit the acquisition of any capital stock of the Buyer.

(b) Such Principal Stockholder will not, for a period of two (2) years following the Closing Date (or, with respect to each Principal Stockholder, if longer, co-terminus with the non-solicitation provisions in the Principal Stockholder's Employment Agreement) (computed by excluding from such computation any time during which such Principal Stockholder is found by a court of competent jurisdiction to have been in violation of any provision of this Section 6.5(b)), directly or indirectly, for himself or on behalf of or in conjunction with any other Person, (i) solicit or hire (or assist or encourage any other Person to solicit or hire), or otherwise interfere in any manner with any employee, consultant or strategic partner (i.e., a Person (including its employees, as applicable) with whom a Restricted Entity has a collaborative joint working arrangement such as a joint venture) of any of the Buyer, the Company, or any of the Buyer's subsidiaries (each, a "**Restricted Entity**"), other than by general public advertisement or other such general solicitation not specifically targeted at any such Person, (ii) induce or request any customer (i.e., a Person who purchases the goods or contracts for services from a Restricted Entity, whether as the consumer or end user or as a reseller or vendor) of any Restricted Entity to reduce, cancel or terminate its business with such Restricted Entity or otherwise interfere in any manner in any Restricted Entity's business relationship with any of its customers, or (iii) solicit or accept business from any customer of any Restricted Entity in connection with a Restricted Business. For purposes of this Section 6.5(b), a Person shall be deemed to be an employee, consultant, strategic partner or customer of any Restricted Entity if any such relationship existed or exists at any time (A) during the thirty (30) days prior to the execution of this Agreement or (B) after the Closing Date and during the operation of this provision, and any such Person shall cease to have the applicable status one year after the termination of any such relationship.

(c) Such Principal Stockholder agrees that the foregoing covenants are reasonable with respect to their duration, geographic area and scope, to protect, among other things, the Buyer's acquisition of the goodwill associated with the business of the Company. If a judicial or arbitral determination is made that any provision of this Section 6.5 constitutes an unreasonable or otherwise unenforceable restriction against a Principal Stockholder, then the provisions of this Section 6.5 shall be rendered void with respect to such Principal Stockholder only to the extent such judicial or arbitral determination finds such provisions to be unenforceable. In that regard, any judicial or arbitral authority construing this Section 6.5 shall be empowered to sever any prohibited business activity, time period or geographical area from the coverage of any such agreements and to apply the remaining provisions of this Section 6.5 to the remaining business activities, time periods and/or geographical areas not so severed. Moreover, in the event that any provision, or the application thereof, of this Section 6.5 is determined not to be specifically enforceable, the Buyer may be entitled to recover monetary damages as a result of the breach of such agreement.

(d) Such Principal Stockholder acknowledges that he has carefully read and considered the provisions of this Section 6.5. Such Principal Stockholder acknowledges that he has received and will receive sufficient consideration and other benefits to justify the restrictions in this Section 6.5. Such Principal Stockholder also acknowledges and understands that these restrictions are reasonably necessary to protect interests of the Buyer, including, without limitation, protection of the goodwill acquired, and such Principal Stockholder acknowledges that such restrictions will not prevent him from conducting businesses that are not included in the Restricted Business set forth in this Section 6.5 during the periods covered by the restrictive covenants set forth in this Section 6.5. Such Principal Stockholder also acknowledges that the Contemplated Transactions constitute full and adequate consideration for the execution and enforceability of the restrictions set forth in this Section 6.5.

Section 6.6 Employee and Related Matters.

(a) Employment agreements shall be executed at, and shall be a condition precedent for, Closing for each of Juan Garcia, the Company's co-founder and President, and Coleman Tharpe, the Company's co-founder and Treasurer. Under their employment agreements, the respective forms of which are attached as Exhibit B-1 and Exhibit B-2 hereto, Messrs. Garcia and Tharpe shall be entitled to receive a base salary of \$125,550 and \$100,200 per year, respectively. The employment agreements shall have a three-year term and provide for other terms customary for employment arrangements of other Buyer management; the final terms of which will be mutually agreed upon by both the Buyer and each of Messrs. Garcia and Tharpe. No rights to employment will exist unless and until such employment agreements are executed and delivered.

(b) Nothing contained herein, express or implied: (i) shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement, (ii) shall alter or limit the Buyer's or the Company's ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement as long as the Buyer otherwise satisfies its obligations under this Section 6.6, (iii) is intended to confer upon any current or former employee (except for Messrs. Garcia and Tharpe) any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment, or (iv) is intended to confer upon any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees) any right as a third-party beneficiary of this Agreement.

(c) Michael E. Webber, Ph.D., the Company's co-founder and Chairman, shall become a member of the Buyer's Advisory Board following the Closing. In consideration for serving in such position, Dr. Webber shall be entitled to receive a fee of \$2,500 per month.

(a) To the extent permitted under applicable Law, the Company shall close or terminate (or cause to be closed or terminated), as of the close of business on the Closing Date, each Tax period relating to any Company Tax or Company Tax Return.

(b) To the extent not filed prior hereto, the Stockholders' Agent will prepare or cause to be prepared, in accordance with applicable Law and consistent with past practice of the Company, each Company Tax Return for each Pre-Closing Period. At least twenty (20) days prior to the date on which a Company Tax Return for a Pre-Closing Period is due (after taking into account any valid extension), the Stockholders' Agent will deliver such Company Tax Return to the Buyer. No later than fifteen (15) days prior to the date on which a Company Tax Return for a Pre-Closing Period is due (after taking into account any valid extension), Buyer may make reasonable changes and revisions to such Company Tax Return (provided that any changes do not require the Company to incur any additional tax obligations). The Stockholders' Agent will cooperate fully in making any reasonable changes and revisions to any Company Tax Return for a Pre-Closing Period. At least three (3) days prior to the date on which a Company Tax Return (as reasonably revised by the Buyer) for a Pre-Closing Period is due (after taking into account any valid extension), the Stockholders will pay to the Buyer an amount equal to any Company Tax due with respect to such Company Tax Return, and the Buyer will file such Company Tax Return.

(c) Buyer will prepare and file each Company Tax Return for any Post-Closing Period or any Straddle Period in accordance with applicable Law. At least twenty (20) days prior to the date on which a Company Tax Return for a Straddle Period is due (after taking into account any valid extension), Buyer will deliver such Company Tax Return to the Stockholders' Agent. No later than fifteen (15) days prior to the date on which a Company Tax Return for any Straddle Period is due (after taking into account any valid extension), the Stockholders' Agent may make reasonable changes and revisions to such Company Tax Return. Buyer will cooperate fully in making any reasonable changes and revisions to any Company Tax Return for any Straddle Period. At least three (3) days prior to the date on which such Company Tax Return (as reasonably revised by the Stockholders' Agent) for a Straddle Period is due (after taking into account any valid extension), the Stockholders will pay to the Buyer an amount equal to the Company Tax on such Company Tax Return to the extent such Company Tax relates, as determined under Section 6.7(d), to the portion of such Straddle Period ending on and including the Closing Date.

(d) In the case of a Company Tax payable for a Straddle Period, the portion of such Company Tax that relates to the portion of the Straddle Period ending on the Closing Date will (i) in the case of a Tax other than a Tax based upon or related to income, employment, sales or other transactions, franchise or receipts, be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of all of the days in the Straddle Period; and (ii) in the case of a Tax based upon or related to income, employment, sales or other transactions, franchise or receipts, be deemed equal to the amount that would be payable if the Straddle Period ended on the Closing Date and such Tax was based on an interim closing of the books as of the close of business on the Closing Date.

(e) Each party will promptly forward to the other a copy of all written communications from any Governmental Entity relating to any Company Tax or Company Tax Return for a Pre-Closing Period or Straddle Period. Upon reasonable request, each party will make available to the other all information, records and other documents relating to any Company Tax or any Company Tax Return for a Pre-Closing Period or Straddle Period. The parties will preserve all information, records and other documents relating to a Company Tax or a Company Tax Return for a Pre-Closing Period or Straddle Period until the date that is six (6) months after the expiration of the statute of limitations applicable to the Company Tax or the Company Tax Return. Prior to transferring, destroying or discarding any information, records or documents relating to any Company Tax or any Company Tax Return for a Pre-Closing Period or Straddle Period, the applicable Stockholder will give to Buyer reasonable written notice and, to the extent Buyer so requests, such Stockholder will permit Buyer to take possession of all such information, records and documents. In addition, the parties will cooperate with each other in connection with all matters relating to the preparation of any Company Tax Return or the payment of any Company Tax for a Pre-Closing Period or Straddle Period and in connection with any audit, action, suit, claim or proceeding relating to any such Company Tax or Company Tax Return, and Buyer will have the right to control any such audit, action, suit, claim or proceeding. Nothing in this Section 6.7(e) will affect or limit any indemnity or similar provision or any representations, warranties or obligations of any of the parties. Each party will bear its own costs and expenses in complying with the provisions of this Section 6.7(e).

(f) Buyer and the Stockholders shall each be liable for and each shall pay when due fifty percent (50%) of all Transfer Taxes incurred in connection with this Agreement or any of the Contemplated Transactions. The party required by any legal requirement to file a Tax Return or other documentation with respect to such Transfer Taxes shall do so within the time period prescribed by Law, and the other party shall promptly reimburse such party for any Transfer Taxes for which the other party is responsible upon receipt of notice that such Transfer Taxes are payable. The Stockholders will be jointly and severally liable for the Stockholders' portion of such Transfer Taxes. To the extent permitted by any applicable legal requirement, the parties hereto shall cooperate in taking reasonable steps to minimize any Transfer Taxes.

(g) None of the Stockholders will make or request a refund of any Company Tax or with respect to any Company Tax Return or amend any Company Tax Return, unless the Buyer, in its reasonable discretion, consents in writing thereto. The Buyer will not be obligated to seek or request any refund of any Company Tax or amend any Company Tax Return, unless Buyer is reimbursed for out-of-pocket costs incurred in preparing such Tax Return and Buyer determines in its reasonable discretion that neither the Buyer nor any of its subsidiaries will be adversely impacted by filing such Tax Return.

(h) Any Tax sharing or similar agreement with respect to or involving the Company will be terminated as of the Closing Date, without liability to any party, and will have no further effect for any year (whether the current year, a future year or a past year). Any amounts payable under any Tax sharing or similar agreement will be cancelled as of the Closing Date, without any liability to the Company.

(a) Each of the Stockholders hereby authorizes, directs and appoints Coleman Tharpe (the "**Stockholders' Agent**") to act as sole and exclusive agent, attorney-in-fact and representative of such Stockholder with respect to all matters arising under, in connection with or relating to this Agreement or any of the other Transaction Documents, including, without limitation, (i) asserting, defending, prosecuting, litigating, arbitrating, negotiating, settling, releasing and resolving any matters, claims (including indemnification claims and claims for Losses), differences, disputes and controversies of any nature whatsoever under any of the Transaction Documents, (ii) entering into amendments of this Agreement and waivers of any of the provisions of this Agreement, (iii) determining, giving and receiving notices and processes under any of the Transaction Documents, (iv) performing the rights and duties expressly assigned to the Stockholders' Agent hereunder and under the other Transaction Documents, (v) engaging and employing agents and Representatives on behalf of such Stockholders and the Stockholders' Agent in connection with all such matters under any of the Transaction Documents, (vi) entering into agreements (including releases) on behalf of such Stockholders with respect to any of the foregoing, and (vii) taking all actions and incurring all expenses as the Stockholders' Agent shall reasonably deem necessary or prudent in connection with any of the foregoing; all on such terms and in such manner as he deems appropriate in his sole and absolute discretion. Any such actions taken, exercises of rights, power or authority, and any decision, determination, waiver, amendment or agreement made by the Stockholders' Agent consistent herewith, shall be absolutely and irrevocably binding on such Stockholder as if such Stockholder personally had taken such action, exercised such rights, power or authority or made such decision, determination, waiver, amendment or agreement in such Stockholder's individual capacity, and no such Stockholder shall have the right to object, dissent, protest or otherwise contest the same. Any action required to be taken by such Stockholder hereunder or under any of the other Transaction Documents or any such action which a Stockholder, at his or her election, has the right to take hereunder or under any of the other Transaction Documents, shall be taken only and exclusively by the Stockholders' Agent and no Stockholder acting on his own shall be entitled to take any such action. The Stockholders' Agent will, in a reasonably prompt manner, provide written notice to each such Stockholder of any action taken by the Stockholders' Agent pursuant to the authority delegated under this Section.

(b) The appointment of the Stockholders' Agent as such Stockholder's attorney-in-fact revokes any power of attorney heretofore granted that authorized any other Person or Persons to represent such Stockholder with regard to any or all of the Transaction Documents. The appointment of the Stockholders' Agent as attorney-in-fact pursuant hereto is coupled with an interest and is irrevocable.

(c) The Stockholders' Agent hereby accepts the foregoing appointment and agrees to serve in such capacity, subject to the provisions hereof, for the period of time from and after the date hereof without compensation except for the reimbursement from such Stockholders of reasonable out-of-pocket expenses incurred by the Stockholders' Agent in his capacity as such. Each such Stockholder hereby waives all actual or potential conflicts of interest arising out of the Stockholders' Agent's activities or authority as Stockholders' Agent and his relationships with the Company or the Buyer (whether before or after the Closing), whether as an employee, consultant, agent, director, officer, stockholder or other Representative.

(d) Such Stockholders will severally indemnify and hold harmless the Stockholders' Agent from and against any and all Losses arising out of actions taken or omitted to be taken pursuant to the provisions of this Section 6.8 and such other provisions of this Agreement as may be applicable (except in the case of the individual bad faith or willful misconduct of the Stockholders' Agent), including the reasonable fees of attorneys, accountants and other advisors and all costs and expenses of investigation and defense of claims. The several liability of each such Stockholder under this Section 6.8(d) will equal the amount of such Losses multiplied by a fraction, the numerator of which shall be the aggregate Purchase Price to be received by such Stockholder as set forth in Section 1.2(b) of the Company Disclosure Schedule, and the denominator of which shall be the aggregate Purchase Price to be received by all of the Stockholders (other than the Stockholders' Agent) as set forth in Section 1.2(b) of the Company Disclosure Schedule.

(e) Notwithstanding anything to the contrary contained in this Agreement, the Stockholders' Agent shall have no liabilities, duties or responsibilities to the Stockholders except those expressly set forth herein or in any of the other Transaction Documents, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on behalf of any such Stockholder shall otherwise exist against the Stockholders' Agent. The Stockholders' Agent shall not, by virtue of acting as Stockholders' Agent or any of the actions taken in such capacity, be deemed to have assumed any liability or become responsible for any obligation of any such Stockholder to any Person.

(f) The Stockholders' Agent may resign upon written notice to the Stockholders. In the event that the Person named in Section 6.8(a) is unable or unwilling to serve in such capacity under this Section 6.8 at any time, Juan Garcia is hereby designated to serve as agent, attorney-in-fact and representative of each such Stockholder under this Section 6.8 in the place of the Person who is unable or unwilling to so serve. Such successor agent, attorney-in-fact and representative shall thereupon succeed to and become vested with all the rights, powers, privileges and duties under this Section 6.8 of the Person unable or unwilling to so serve. After any Person's resignation or inability to serve under this Section 6.8, the provisions of this Section 6.8 shall continue to inure to his benefit as to any actions taken or omitted to be taken by him pursuant to the authority granted in this Section 6.8.

(g) Each of the Buyer and the Company (i) will be fully protected in relying upon and will be entitled to rely upon, and will have no liability to such Stockholders with respect to, agreements, actions, decisions and determinations of the Stockholders' Agent in connection with this Agreement or any of the Transaction Documents, and (ii) will be entitled to assume that all agreements, actions, decisions and determinations of the Stockholders' Agent in connection with this Agreement or any of the Transaction Documents are fully authorized by and binding upon all of such Stockholders.

(h) The Stockholders' Agent shall not be liable to any of the Stockholders or any of their respective heirs, successors, assigns, personal representatives or Affiliates for any decisions made or actions taken or omitted to be taken by the Stockholders' Agent, except in the case of bad faith or willful misconduct. The Stockholders' Agent may consult with legal counsel of his own choice with respect to all such matters.

Section 6.9 Rule 144. The Buyer hereby agrees to maintain adequate current information about the Buyer and remain a reporting company during the Measuring Periods and for at least 12 months after the end of the last Measuring Period to afford the Stockholders the right to resale under Rule 144 (assuming all the other conditions are met), unless there is a Change of Control or if the Buyer's Board of Directors, in the exercise of their good faith business judgment and fiduciary duties, determine otherwise.

ARTICLE VII.
CONDITIONS TO CONSUMMATION OF THE STOCK PURCHASE

Section 7.1 Conditions to Each Party's Obligations to Effect the Stock Purchase. The respective obligations of each party to consummate the Contemplated Transactions are subject to the fulfillment at or prior to the Closing of each of the following conditions, any or all of which may be waived in writing in whole or in part by the party being benefited thereby, to the extent permitted by applicable Law:

(a) The Buyer, the Company and the Stockholders shall have timely obtained from each Governmental Entity all authorizations, approvals, licenses, permits, waivers and consents necessary for consummation of any of the Contemplated Transactions.

(b) There shall not be in effect any Law of any Governmental Entity of competent jurisdiction restraining, enjoining, making illegal or otherwise preventing or prohibiting consummation of any of the Contemplated Transactions, or imposing any limitation on the operation or conduct of the business of the Company after the Closing, and no Governmental Entity shall have instituted or threatened to institute any proceeding seeking any such Law.

(c) No action, suit or proceeding shall have been instituted or threatened against any of the parties hereto seeking to restrain, materially delay or prohibit, or to obtain substantial damages or other injunctive or other equitable relief with respect to, the consummation of any of the Contemplated Transactions.

Section 7.2 Conditions to the Obligations of Buyer. The obligations of the Buyer to consummate the Contemplated Transactions are subject to the fulfillment at or prior to the Closing of each of the following additional conditions, any or all of which may be waived in writing in whole or part by the Buyer to the extent permitted by applicable Law:

(a) The representations and warranties of each of the Company and the Stockholders contained herein qualified as to materiality or Company Material Adverse Effect shall be true and correct in all respects and those not so qualified shall be true and correct in all material respects as of the date hereof and at and as of the Closing Date as though such representations and warranties were made at and as of such date (except for representations and warranties made as of a specified date, which shall speak only as of the specified date).

(b) Each of the Company and the Stockholders shall have performed or complied with in all material respects all agreements, covenants and conditions contained herein required to be performed or complied with by them prior to or at the time of the Closing.

(c) Since the date of this Agreement, there shall not have been any event, change, effect, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect.

(d) The Company and the Stockholders shall have delivered to the Buyer certificates, dated the date of the Closing, signed by an executive officer of the Company, by the Stockholders' Agent, certifying as to the fulfillment of the conditions specified in Section 7.2(a), Section 7.2(b) and Section 7.2(c).

(e) All of the Company Consents set forth in Section 7.2(e) of the Company Disclosure Schedule shall have been obtained.

(f) All proceedings of the Company and the Stockholders that are required in connection with the Contemplated Transactions shall be reasonably satisfactory in form and substance to the Buyer and its counsel, and the Buyer and its counsel shall have received such evidence of any such proceedings, good standing certificates, organizational and governing documents, certified in a secretary's certificate, as is customary in transactions such as this one.

(g) All stockholders agreements, voting agreements, registration rights agreements and similar agreements between or among the Company and the Stockholders, and all other agreements set forth in Section 7.2(g) of the Company Disclosure Schedule, shall have been terminated and shall cease to be of force or effect.

(h) The Buyer shall be satisfied, in its sole discretion, that the financial statements of the Company as of and for the year ended December 31, 2016 (as well as any "stub" financial statements for any interim 2017 quarterly period, or full year ended December 31, 2017, if required) will be completed on or before 60 days following the Closing Date.

(i) The Company shall have a minimum of \$40,000 of cash in its Bank Accounts.

Section 7.3 Conditions to the Obligations of the Company and the Stockholders. The respective obligations of the Company and the Stockholders to consummate the Contemplated Transactions are subject to the fulfillment at or prior to the Closing of each of the following additional conditions, any or all of which may be waived in writing in whole or in part by the Company and the Stockholders' Agent to the extent permitted by applicable Law:

(a) The representations and warranties of the Buyer contained herein qualified as to materiality shall be true and correct in all respects and those not so qualified shall be true and correct in all material respects as of the date hereof and at and as of the Closing Date as though such representations and warranties were made at and as of such date (except for representations and warranties made as of a specified date, which shall speak only as of the specified date).

(b) The Buyer shall have performed or complied with in all material respects all agreements, covenants and conditions contained herein required to be performed or complied with by it prior to or at the time of the Closing.

(c) Since the date of this Agreement, there shall not have been any event, change, effect, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Buyer Material Adverse Effect.

(d) The Buyer shall have delivered to the Stockholders' Agent a certificate, dated the Closing Date, signed by an executive officer of the Buyer, certifying as to the fulfillment of the conditions specified in Section 7.3(a), Section 7.3(b) and Section 7.3(c).

(e) All of the Buyer Consents shall have been obtained.

(f) All proceedings of the Buyer that are required in connection with the Contemplated Transactions shall be reasonably satisfactory in form and substance to the Company and its counsel, shall have received such evidence of any such proceedings, good standing certificates, organizational and governing documents, certified in a secretary's certificate as is customary in transactions such as this one.

Section 7.4 Closing Deliveries. At Closing, the following documents will be delivered, or caused to be delivered, to the parties as set forth in each subsection:

- (a) The Buyer shall deliver to Juan Garcia and Coleman Tharpe his respective Employment Agreement.
- (b) Each of Messrs. Garcia and Tharpe shall deliver to the Buyer his respective Employment Agreement.
- (c) The Stockholders' Agent, on behalf of the Stockholders, shall deliver to the Buyer the Lock-Up, Leak-Out Agreement.

ARTICLE VIII. TERMINATION

Section 8.1 Termination by Mutual Agreement. This Agreement may be terminated and the Stock Purchase may be abandoned at any time prior to the Closing, by mutual written consent of the Buyer and the Company.

Section 8.2 Termination by either the Buyer or Company. This Agreement may be terminated and the Share Purchase may be abandoned at any time prior to the Closing by the Buyer or the Company if:

- (a) the Closing shall not have been consummated on or before January 31, 2018; or
- (b) any Law permanently restraining, enjoining or otherwise prohibiting or preventing consummation of the Stock Purchase shall become final and non-appealable; provided, however, that the right to terminate this Agreement pursuant to this Section 8.2 shall not be available to any party (and in the case of the Company, including any Stockholder) that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the occurrence of the failure of the Stock Purchase to be consummated.

Section 8.3 Termination by the Company. This Agreement may be terminated and the Stock Purchase may be abandoned at any time prior to the Closing by the Company, if any representation of the Buyer contained in this Agreement shall have been inaccurate, or the Buyer shall have breached any representation, warranty, covenant or other agreement contained in this Agreement, in any such event that would give rise to the failure of a condition set forth in Section 7.3(a) or (b) hereof, which inaccuracy or breach cannot be or has not been cured within twenty (20) days after the giving of written notice by the Company to the Buyer thereof.

Section 8.4 Termination by the Buyer. This Agreement may be terminated and the Stock Purchase may be abandoned at any time prior to the Closing by the Buyer, if any representation of any of the Company or the Stockholders contained in this Agreement shall have been inaccurate, or any of the Company or the Stockholders shall have breached any representation, warranty, covenant or other agreement contained in this Agreement, in any such event that would give rise to the failure of a condition set forth in Section 7.2(a) or (b) hereof, which inaccuracy or breach cannot be or has not been cured within twenty (20) days after the giving of written notice by the Buyer to the Company thereof.

Section 8.5 Effect of Termination and Abandonment. In the event of the termination of this Agreement and the abandonment of the Stock Purchase pursuant to this Article VIII, this Agreement (other than this Section 8.5, the second sentence of Section 5.2, Section 6.2, the second and third sentences of Section 7.2(h), and Article VIII) shall become void and of no effect with no liability on the part of any party hereto (or of any of its directors, officers, employees, consultants, contractors, agents, attorneys or other Representatives); provided, however, that no such termination shall relieve any party hereto of any liability or damages resulting from any willful breach of this Agreement by such party.

ARTICLE IX. MISCELLANEOUS

Section 9.1 Entire Agreement; Assignment.

(a) This Agreement (including the exhibits hereto, the Buyer Disclosure Schedule and the Company Disclosure Schedule) and the Confidentiality Agreement constitute the entire agreement among the parties hereto in respect of the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties in respect of the subject matter hereof.

(b) Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, by any of the Company or the Stockholders, on the one hand, or the Buyer, on the other hand, without the prior written consent of the other party(ies). Any assignment in violation of the preceding sentence shall be void.

Section 9.2 Notices. All notices, requests, demands, instructions and other documents and communications to be given under this Agreement shall be in writing and shall be deemed given (a) three (3) Business Days following sending by registered or certified mail, postage prepaid, (b) when sent if sent by facsimile or email, provided that, in the case of facsimile, receipt is confirmed and, in the case of e-mail, the e-mail is not returned with an undeliverable, delayed or similar message, provided, further, that such notice must also be sent via one of the other methods set forth herein, (c) when delivered, if delivered personally to the intended recipient, and (d) one Business Day following sending by overnight delivery via a nationally recognized overnight courier service, and in each case, addressed to a party at the following address for such party:

if to the Buyer, to:

ProBility Media Corporation
1517 San Jacinto Street
Houston, Texas 77002
Attention: Mr. Noah I. Davis
President and Chief Operating Officer
Facsimile: (800) 861-1175
Email: noah@probilitymedia.com

with a copy (which shall
not constitute notice) to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas, 15th Floor
New York, New York 10019
Attention: Spencer G. Feldman, Esq.
Facsimile: (212) 451-2222
Email: sfeldman@olshanlaw.com

if to either the Company
or any Stockholder, to:

Disco Learning Media, Inc.
11801 Domain Boulevard, Third Floor
Austin, Texas 78758
Attention: Mr. Juan Garcia
President
Facsimile: (267) 590-8574
Email: juan@getdis.co

with a copy (which shall
not constitute notice) to:

Mr. Coleman Tharpe
356 Irving Avenue, Apt. 1A
Brooklyn, NY 11237
Email: coleman@getdis.co

and

Brenda Collier, Esq.
CollierLaw
P.O. Box 41418
Austin, Texas 78704
Email: brenda@collierlaw.com

or to such other address, email address or facsimile number as the party to whom notice is given shall have previously furnished to the other parties in writing in the manner set forth above.

Section 9.3 Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without giving effect to the choice of law principles thereof to the extent that the application of the Laws of another jurisdiction would be required thereby. All actions, suits or proceedings arising out of or relating to this Agreement or any of the other Transaction Documents shall be heard and determined exclusively in any Texas state or federal court. The parties hereto hereby (a) submit to the exclusive jurisdiction of any Texas state or federal court located in Harris County, Texas for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or any of the other Transaction Documents brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper, or that this Agreement, any of the other Transaction Documents or any of the Contemplated Transactions may not be enforced in or by any of the above-named courts. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.2. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.

Section 9.4 Expenses. All fees and out-of-pocket expenses incurred by any of the Company or the Stockholders in connection with this Agreement, any of the other Transaction Documents or any of the Contemplated Transactions (including, without limitation, the fees and expenses of counsel, accountants, consultants and any broker, finder or financial advisor) will be paid by the Stockholders. If and to the extent such fees and out-of-pocket expenses are not so paid by the Stockholders, the Buyer shall have the right to offset any cash payments to them under Section 1.1 hereof for such amounts. All fees and out-of-pocket expenses incurred by the Buyer in connection with this Agreement, any of the other Transaction Documents or any of the Contemplated Transactions (including, without limitation, the fees and expenses of counsel, accountants, consultants and any broker, finder or financial advisor) will be paid by the Buyer.

Section 9.5 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 9.6 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns, and, except as provided in Section 6.3, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.7 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.8 Specific Performance. Notwithstanding Section 6.3(d)(xii), the parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent any breach or threatened breach of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the requirement to post a bond or other security, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 9.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. Facsimile or .pdf signatures shall have the same force and effect as original signatures.

Section 9.10 Interpretation.

(a) The words "hereof," "herein," "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." All terms defined in this Agreement shall have the defined meanings contained herein when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, qualified or supplemented, including (in the case of agreements and instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and all attachments thereto and instruments incorporated therein. References to a Person are also to its successors and permitted assigns.

(b) The phrases "the date of this Agreement," "the date hereof," and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the opening paragraph of this Agreement.

(c) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 9.11 Amendment and Modification; Waiver. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Buyer, the Company and the Stockholders' Agent. No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 9.12 Definitions. As used herein,

"**Affiliate**" has the meaning given to it in Rule 12b-2 of Regulation 12B under the Exchange Act.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which banks in the State of Texas generally are closed for regular banking business.

"**Buyer Common Stock**" has the meaning given to it in Section 1.1(b) hereof.

"**Buyer Material Adverse Effect**" means any event, development, change, circumstance, effect, occurrence or condition that, either individually or in the aggregate, (i) has caused or would reasonably be expected to cause a material adverse effect on the business, operations, financial condition or results of operations of Buyer and its subsidiaries, taken as a whole, or (ii) prevents or materially impairs or delays the ability, or would reasonably be expected to prevent or materially impair or delay the ability, of the Buyer to perform any of its obligations under any of the Transaction Documents or to consummate any of the Contemplated Transactions.

"**Change of Control**" shall occur if any Person becomes the beneficial owner (as that concept is defined in Rule 13d-3 promulgated under the Exchange Act) of securities of a company or other entity possessing at least 51% of the voting power to direct the policies, conduct and business of such company or other entity.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"Company Consents" means each of the consents, waivers, approvals, exemptions, declarations, licenses, authorizations, permits, registrations, filings and notifications of or with each Governmental Entity or under or pursuant to each Contract listed in Section 2.5 of the Company Disclosure Schedule required to be made or obtained in connection with the execution or delivery of any of the Transaction Documents by the Company, the performance by the Company of any of its obligations thereunder, or the consummation of any of the Contemplated Transactions by the Company.

"Company Material Adverse Effect" means any event, development, change, circumstance, effect, occurrence or condition that, either individually or in the aggregate, (i) has caused or would reasonably be expected to cause a material adverse effect on the business, operations, financial condition or results of operations of the Company, or (ii) prevents or materially impairs or delays the ability, or would reasonably be expected to prevent or materially impair or delay the ability, of the Company or any of the Stockholders to perform any of their respective obligations under any of the Transaction Documents or to consummate any of the Contemplated Transactions.

"Company Products" means all products and services offered by the Company, including, without limitation, the following: (i) any products or services related to the Company's custom mobile apps and digital publishing, as well as systems integration, technology consulting and media production utilizing the Company's Intellectual Property, (ii) any new versions, enhancements, upgrades, new releases, or other improvements or variations to any of the foregoing, whether developed before or after the Closing, and (iii) any other products or services mutually agreed upon by the parties.

"Company Revenue" for each Measuring Period means the amount of gross revenue recognized in accordance with GAAP as consistently applied by the Company from the sale, license, use, service, maintenance, distribution or provision of Company Products.

"Company Tax" means any Tax, if and to the extent that the Company is or may be potentially liable under applicable Law, under Contract or on any other grounds (including, but not limited to, as a transferee or successor, under Code Section 6901 or Treasury Regulation Section 1.1502-6, as a result of any Tax sharing or other agreement, or by operation of Law) for any such Tax.

"Company Tax Return" means any Tax Return filed or required to be filed with any Governmental Entity, if, in any manner or to any extent, relating to or inclusive of the Company or any Company Tax.

"Contemplated Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents, including, without limitation, the Stock Purchase.

"Contract" means any written contract, agreement, license, lease, instrument or note that creates a legally binding obligation.

"Current Assets" means cash and accounts receivable (less allowances for doubtful accounts), inventory (less reserves for obsolete or excess inventory), notes receivable, deposits and prepaid expenses, but excluding prepaid income and/or corporation taxes or VAT, deferred tax assets, the current portion of long-term notes receivable, and receivables from any Affiliate of the Company or from any director, employee, officer or stockholder of the Company or any of their respective Affiliates (each such Person, a **"Related Party"**), determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures (with consistent classifications, judgments and valuation and estimation methodologies) that were used in the preparation of the Company Audited Financials.

"Current Liabilities" means accounts payable and accrued expenses (including commissions payable), customer prepayments and deferred revenue, but excluding income and/or corporation taxes or VAT payable or accrued, deferred tax liabilities, payables to any Affiliates or Related Parties that are outside of the ordinary course of business, or inconsistent with the prior payroll practices, of the Company, and the current portion of long-term debt, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures (with consistent classifications, judgments and valuation and estimation methodologies) that were used in the preparation of the Company Audited Financials.

"Employment Agreements" means the Garcia Employment Agreement and the Tharpe Employment Agreement.

"Encumbrance" means any lien, encumbrance, security interest, claim, charge, surety, mortgage, option, pledge, easement, limitation or restriction (including on any right to vote or Transfer any asset or security) of any nature whatsoever.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Garcia Employment Agreement" means the Employment Agreement between the Buyer and Juan Garcia in the form mutually agreed upon by the Buyer and Mr. Garcia on or prior to the date hereof.

"Intellectual Property" means all intellectual property rights arising from or in respect of the following: (i) all patents and applications therefor, including continuations, divisionals, provisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon (collectively, **"Patents"**), (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, slogans, Internet domain names and individual, corporate and business names, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, **"Trademarks"**), (iii) copyrights and registrations and applications therefor, works of authorship and mask work rights (collectively, **"Copyrights"**), (iv) all computer programs and software (including any and all software implementations of algorithms, models and methodologies, whether in source code, object code or other form, but excluding off-the-shelf commercial or shrink-wrap software), databases and compilations (including any and all data and collections of data), and all descriptions, flow-charts and other work product used to design, plan, organize or develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, all technology supporting any of the foregoing, and all documentation, including user manuals and other training documentation, related to any of the foregoing (collectively, **"Software"**), and (v) all trade secrets, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), creations, improvements and other similar materials, and all recordings, graphs, drawings, reports, analyses and other works of authorship, and other tangible embodiments of the foregoing, in any form, and all related technology.

"Knowledge" means the actual knowledge, after reasonable inquiry, of (i) in the case of the Company, each of the Stockholders, (ii) in the case of a Stockholder, such Stockholder, and (iii) in the case of the Buyer, Evan M. Levine, Noah I. Davis and Steven M. Plumb.

"Law" means any order, writ, injunction, decree, judgment, permit, license, ordinance, law, statute, rule, regulation, administrative interpretation, directive or other requirement of any Governmental Entity.

"Minority Stockholders" means the Stockholders other than Juan Garcia and Coleman Tharpe.

"Officer" means each of the officers set forth on Section 2.19 of the Company Disclosure Schedule.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as defined in the Exchange Act).

"Pre-Closing Period" means any Tax period ending on or before the Closing Date.

"Post-Closing Period" means any Tax period beginning after the Closing Date.

"Principal Stockholders" means Juan Garcia and Coleman Tharpe.

"Representative" means, with respect to any Person, each of such Person's Affiliates, directors, officers, employees, partners, members, managers, consultants, advisors, accountants, attorneys, representatives and agents.

"Restricted Area" means any geographical area in which a material amount of the business of the Company is conducted or pursued as of the Closing Date or at any time during the Restricted Period.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Straddle Period" means any Tax period beginning before the Closing Date and ending after the Closing Date.

"Tax" means any tax, charge, deficiency, duty, fee, levy, toll or other amount (including, without limitation, any net income, gross income, profits, gross receipts, excise, property, sales, ad valorem, withholding, social security, retirement, excise, employment, unemployment, minimum, alternative, add-on minimum, estimated, severance, stamp, occupation, environmental, premium, capital stock, disability, windfall profits, use, service, net worth, payroll, franchise, license, gains, customs, transfer, recording, registration or other tax) assessed or otherwise imposed by any Governmental Entity or under applicable Law, together with any interest, penalties or any other additions or increases.

"Tax Return" means mean any return, election, declaration, report, schedule, information return, document, information, opinion, statement, or any amendment to any of the foregoing (including, without limitation, any consolidated, combined or unitary return and any related or supporting information) with respect to Taxes.

"Tharpe Employment Agreement" means the Employment Agreement between the Buyer and Coleman Tharpe in the form mutually agreed upon by the Buyer and Mr. Tharpe on or prior to the date hereof.

"Transaction Documents" means this Agreement and the Employment Agreements.

"Transfer" means any sale, assignment, pledge, hypothecation or other disposition.

"Treasury Regulations" means the regulations promulgated under the Code.

[Signature page to Stock Purchase Agreement follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the date first above written.

PROBILITY MEDIA CORPORATION

By: /s/ Noah I. Davis
Name: Noah I. Davis
Title: President and Operating Officer

DISCO LEARNING MEDIA, INC.

By: /s/ Juan Garcia
Name: Juan Garcia
Title: President

STOCKHOLDERS:

/s/ Juan Garcia

Juan Garcia

/s/ Coleman Tharpe

Coleman Tharpe

/s/ Michael E. Webber, Ph.D.

Michael E. Webber, Ph.D.

[Signature Page to Stock Purchase Agreement]

PROMISSORY NOTE AND PLEDGE AGREEMENT

\$250,000.00

January 18, 2018

FOR VALUE RECEIVED, **PROBILITY MEDIA CORPORATION** ("Maker"), or its successors in interest, hereby promises to pay to the order of **TED L. BLANTON, SR.**, as Stockholders' Agent, on behalf of the Stockholders (as defined in the Purchase Agreement referred to below) ("Payee"), the principal amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public or private debts, together with interest as set forth herein. Any capitalized term used in this Note and not otherwise defined herein shall have the meaning given to such term in that certain Stock Purchase Agreement, dated as of January 18, 2018 (the "Purchase Agreement"), by and among the Maker, North American Crane Bureau Group, Inc. ("NACB"), the Payee and Diane Blanton (Ms. Blanton and the Payee being the "Stockholders").

1. Payment of Interest and Principal.

(a) The principal, together with all accrued and unpaid interest on this Note, shall be due and payable, in two equal installments as follows:

A. \$125,000, plus accrued and unpaid interest, on January 18, 2019; and

B. \$125,000, plus accrued and unpaid interest, on January 18, 2020 (as applicable, the "Maturity Date").

(b) If any payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the United States of America or the State of Texas, or both, the due date thereof shall be extended to the next business day and interest shall be payable for any principal so extended for the period of such extension. Payments of principal and interest are to be made at the address provided for Payee in the Purchase Agreement (or at such other place as the Payee shall have notified Maker in writing at least five (5) days before such payment is due) or by wire transfer pursuant to Payee's written instructions.

2. Interest. Interest shall accrue on the unpaid principal balance of this Note at the rate of 1.68% per annum. Interest shall be calculated from and include the date hereof and shall be calculated on an actual 360-day basis. Notwithstanding anything to the contrary contained herein, in no event shall this or any other provision herein permit the collection of any interest which would be usurious under applicable law.

3. Prepayment. Maker shall have the right to prepay, without penalty, at any time after the date hereof, all or any portion of the outstanding principal balance of this Note, together with all accrued and unpaid interest to the date of prepayment (such period beginning on the date hereof and ending on the earlier of (i) the Maturity Date, as applicable, and (ii) the date on which Maker prepays the outstanding principal balance of this Note, together with all accrued and unpaid interest, the "Note Term"). All such payments shall be applied first to accrued and unpaid interest and thereafter to principal.

4. Events of Default.

(a) The following are Events of Default ("Events of Default") hereunder:

A. Maker shall fail to make full and timely payment of principal of or interest on this Note when due and such failure continues for a period of five (5) consecutive days; or

B. If Maker (i) admits in writing its inability to pay generally its debts as they mature, or (ii) makes a general assignment for the benefit of creditors, or (iii) is adjudicated a bankrupt or insolvent, or (iv) files a voluntary petition in bankruptcy, or (v) takes advantage, as against his creditors generally, of any bankruptcy or insolvency law or statute of the United States of America or any state or subdivision thereof, which petition or proceeding is not dismissed within sixty (60) days after the date of the commencement thereof, or (vi) has a receiver, trustee, custodian, conservator, sequestrator or other such person appointed by any court to take charge of its affairs or assets or business and such appointment is not vacated or discharged within sixty (60) days thereafter.

(b) If any Event of Default shall occur and be continuing, Payee shall have the right, at its option, to declare the subject installment payment due under this Note to be immediately due and payable, together with all accrued and unpaid interest thereon. If Maker fails to make the second installment payment set forth in Section 1(a) of this Note and such failure has not been remedied within five (5) consecutive days after notice, Payee shall have the right, at its option, (i) to foreclose upon the Collateral to secure Maker's performance hereunder, and to exercise any and all other rights as a secured party under the Uniform Commercial Code, and (ii) to proceed to protect, exercise and enforce the rights and remedies of the Payee under the Note against Maker, and such other rights and remedies as are provided by law or equity.

5. Collateral.

(a) This Note, and Maker's performance hereunder, are secured by (i) the outstanding shares of common stock, par value \$0.10 per share, of NACB (the "Shares"), acquired by Maker from the Stockholders, pursuant to the Purchase Agreement and (ii) the other collateral set forth on Exhibit A attached hereto, if any (together with the Shares, the "Collateral"). Maker hereby pledges the Collateral to Payee as collateral security for the payment and performance of this Note. Maker hereby represents and warrants that it is the owner of such Collateral (including the Shares), free and clear of any and all adverse claims, liens, pledges, encumbrances, security interests, charges, demands, options or restrictions except in favor of Payee hereunder. For so long as this pledge, lien and security interest shall remain in effect without foreclosure therein, (i) Maker shall be permitted to vote such Shares and receive any and all dividends thereon, and (ii) any further shares of NACB or other securities, issued in respect of the pledged Shares by reason of any stock dividend, stock split, recapitalization, merger, consolidation or other such distribution or event, shall also be subject to the pledge, lien and security interest in favor of Payee hereunder.

(b) Notwithstanding any provision to the contrary contained in this Note, any and all net proceeds (after payment or allowance for related brokerage commissions, underwriting discounts, and taxes on any taxable gain at the highest applicable marginal rate and other applicable expenses) receivable upon any sale, transfer or other disposition of any or all of the Shares owned by Maker shall be applied to the accrued and unpaid interest and unpaid principal of this Note, until this Note is paid in full. Any partial prepayment under this Section 5 shall be applied first to accrued and unpaid interest and thereafter to principal.

6. Set-Off for Indemnification Claims.

(a) If there is a claim for indemnification by Maker under Section 6.3 of the Purchase Agreement, Maker shall, in the manner provided for notices under Section 9.2 of the Purchase Agreement, deliver a statement (a "Claim Notice") to Payee, certified by Maker, setting forth the specifics of the computations of the amount of the Losses (as such term is defined in the Purchase Agreement) to which Maker believes it is entitled to as indemnification in accordance with Section 6.3 of the Purchase Agreement.

(b) Within thirty (30) days after receipt of any Claim Notice, Payee shall deliver a notice (a "Response Notice") to Maker in which Payee shall set forth the amounts (if any) for which it concedes liability and the amounts (if any) for which it denies liability. A failure by Payee to respond to Maker within such period shall be deemed a concession of liability in whole.

(c) If a Response Notice is delivered by Payee to Maker in a timely manner indicating objections to any or all of the calculations set forth in the Notice, then during the period of thirty (30) days following receipt of the Response Notice by Maker, Payee and Maker shall use reasonable efforts to resolve in writing any differences that they may have with respect to any matter specified in the Response Notice.

(d) If at the end of such thirty (30) day period, Payee and Maker have failed to reach written agreement with respect to any of such matters, then either of them shall submit a demand for arbitration with respect to the matters as to which they have failed to reach written agreement, to an arbitrator satisfactory to both Payee and Maker, for final and binding resolution of the specific items of such disagreement ("Claim Resolution"), the terms of which resolution shall be set forth by the arbitrator in a notice (the "Claims Resolution Notice") which the arbitrator shall promptly deliver to Maker and Payee.

(e) Immediately upon any concession of liability pursuant to paragraph 6(b) above (whether express or by failure of response), and on the date of any Claim Resolution rendered in favor of Maker (to the extent of the finding in favor of Maker), at the option of Maker (which shall be in addition to any other remedies Maker may have), the outstanding principal amount of this Note may be reduced by an amount equal to the amount of conceded liability or pro-Maker Claim Resolution (the "Set-Off"), and interest shall thereafter accrue on the remaining outstanding principal balance after giving effect to such Set-Off. Maker shall be entitled to apply the full amount of the Set-Off to the next installment due to the Payee under this Note. Such Set-Off may be effected from time to time upon each concession of liability and/or pro-Maker Claim Resolution; Maker shall record on its records the date and amount of each such Set-Off (provided that the failure to make any such record entry shall not affect or impair the validity of the subject Set-Off).

(f) In the event that any set-off is made hereunder for indemnification for which Maker could have collected on a claim (a "Pass-Through Claim") against a third party, Payee shall be subrogated to all rights and interests of the Maker and any of its successors, to pursue and to collect on any indemnification or other remedy available to Maker thereunder with respect to a Pass-Through Claim.

(g) The rights of set-off provided in this Section 6 are in addition to, and not in lieu of, all other rights and remedies for indemnification under or pursuant to the Purchase Agreement, and all such rights and remedies may be exercised singly, concurrently and/or successfully, whether before or after payment of this Note.

7. Miscellaneous.

(a) In case any one or more of the provisions contained in this Note should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(b) This Note and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Maker may not delegate, transfer or assign any rights or obligations hereunder without the Payee's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed). Payee may not assign or delegate all or any portion of the rights of the Payee hereunder without the consent of Maker (such consent not to be unreasonably withheld, conditioned or delayed). Any transfer or assignment of any of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.

(c) This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder, whether relating to its execution, its validity, the obligations provided therein or performance, shall be governed and interpreted according to the law of the State of Florida, without regard to principals of conflicts of law. Each of Payee and Maker (i) agree that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in the courts of Orange County in the State of Florida, (ii) waive any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consent to the jurisdiction of the courts of Orange County in the State of Florida in any such suit, action or proceeding, and further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding and agree that service of process upon them mailed by certified mail to their respective addresses shall be deemed in every respect effective service of process upon them in any such suit, action or proceeding.

(d) Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

(e) Maker hereby waives all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, demand for payment, protest, notice of protest and notice of dishonor, to the extent permitted by law, except for those notices expressly provided for herein. No extension of time for payment of this Note or any installment hereof, no alteration, amendment or waiver of any provision of this Note shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker under this Note.

(f) Any forbearance by Payee in exercising any right or remedy hereunder or under any other agreement or instrument in connection with this Note or otherwise afforded by applicable law shall not be a waiver or preclude the exercise of any right or remedy by Payee. The acceptance by Payee of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of the holder of this Note to require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

(g) This Note may not be amended or modified or the provisions hereof waived (either generally or in a particular instance and either retroactively or prospectively) without the prior written consent of the party against whom such amendment, modification, or waiver is sought to be enforced.

(h) Upon receipt by Maker of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any note exchanged for it, and (in the case of loss, theft or destruction) of indemnity reasonably satisfactory to it, and upon surrender and cancellation of such note, if mutilated, Maker will make and deliver in lieu of such note a new note of like tenor and unpaid principal amount and dated as of the original date of the original note.

(i) This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Maker has caused this Note to be made and issued in its name on the date specified above.

PROBILITY MEDIA CORPORATION

By: /s/ Noah I. Davis
Name: Noah I. Davis
Title: President and Chief Operating Officer

ACCEPTED AND AGREED to as of
this 18th day of January 2018:

/s/ Ted L. Blanton
Ted L. Blanton, as Stockholders' Agent on behalf of the Stockholders

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement"), dated January 18, 2018, by and between ProBility Media Corporation, a Nevada corporation (the "Company"), and Ted L. Blanton, Sr., an individual (the "Consultant") (each of the Company and Consultant is referred to herein as a "Party" and together as the "Parties"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Consultant was the co-founder, President and Chief Executive Officer of North American Crane Bureau Group, Inc., a Florida corporation ("NACB"), which is engaged in the business of providing crane operator training, certification and inspection services, as well as crane simulation training;

WHEREAS, pursuant to the Stock Purchase Agreement (the "Purchase Agreement"), dated as of January 18, 2018, by and among, the Company, NACB, the Consultant and Diane Blanton, the Company has agreed to purchase all of the outstanding shares of common stock of NACB and the business of NACB as a going concern;

WHEREAS, the Company desires to retain the services of the Consultant (the "Services"), upon the terms and conditions set forth herein, to assist the Company in preserving and transitioning to the Company the good will and business relationships of the customers, suppliers, independent contractors and strategic partners in respect of the business;

WHEREAS, the Consultant desires to provide consulting services to the Company upon such terms and conditions; and

WHEREAS, it is a condition to the consummation of the transactions contemplated by the Purchase Agreement that the Company and the Consultant enter into this Agreement and, but for such condition, the Company would not have entered into the Purchase Agreement.

NOW, THEREFORE, in reliance on and in consideration of the premises and of the mutual benefits and covenants contained herein, the Parties hereto, intending to be bound, hereby agree as follows:

ARTICLE I.

ENGAGEMENT; TERM; SERVICES

1.1. Services. Pursuant to the terms and conditions hereinafter set forth, the Company hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Services to the Company during the Term (as defined below) of this Agreement.

1.2. Term. The Consultant shall begin providing Services hereunder on the day following the Closing Date under, and as defined in, the Purchase Agreement (the "Effective Date"), and this Agreement shall remain in effect until January 18, 2021 (the "Term"). The obligations under this Agreement shall begin on the Effective Date and continue to bind the Parties until the end of the Term, or the earlier termination thereof as provided in Article III herein.

1.3. Allocation of Time and Energies. The Consultant hereby promises to perform and discharge faithfully the Services which may be requested from Consultant from time to time by the Company and duly authorized representatives of the Company. The Consultant shall provide the Services required hereunder in a diligent and professional manner. The Consultant hereby agrees that he will not undertake any such other work which could conflict with any of his obligations hereunder.

ARTICLE II.

CONSIDERATION; EXPENSES; INDEPENDENT CONTRACTOR; TAXES

2.1. Cash Consideration. During the Term of this Agreement, for all Services rendered by Consultant hereunder and all covenants and conditions undertaken by the Parties pursuant to this Agreement, the Company shall pay, and Consultant shall accept, as compensation a total of \$100,000 per year, to be paid in accordance with the Company's usual payroll practices (the "Cash Fee").

2.2. Grant of Common Stock.

2.2.1 As additional compensation for Consultant's services rendered hereunder, Consultant shall be entitled to receive a total of 1,500,000 shares of the Company's common stock, par value \$0.001 per share (the "Shares"), as follows: (i) 500,000 shares on the date hereof, (ii) 500,000 shares on July 18, 2019, and (iii) 500,000 shares on January 18, 2021 (each, a "Share Payment Date"), reflecting an issuance price of \$0.50 per share.

2.2.2 The Consultant (or his estate) shall be entitled to receive all of the Shares provided for in Section 2.2.1 above despite any cessation of Consultant's relationship with the Company.

2.2.3 The Consultant shall enter into a Lock-Up, Leak-Out Agreement, the form of which is attached as Exhibit A hereto (the "Lock-Up, Leak-Out Agreement"), restricting Consultant from selling or otherwise transferring any Shares during the one-year period following the Effective Date and limiting such sales or other transfers during the subsequent one-year period to such number of Shares equal to 10% of the daily volume, based on the prior month's average daily volume, every thirty (30) days.

2.2.4 In the event that, at any time during which the Consultant shall remain eligible to receive any Shares pursuant to this Agreement, there shall occur any merger, consolidation, reorganization or other business combination with any Person that results in a Change of Control (as such term is defined in Section 9.12 of the Purchase Agreement) of the Company or the sale, conveyance, disposition of or transfer to any Person of all or substantially all the assets of the Company, then (a) if the Company is not the surviving corporation, in lieu of the Shares otherwise issuable hereunder, the Company shall transfer or cause to be issued to the Consultant the fair equivalent securities of the surviving corporation (provided, however, if the securities of the surviving corporation are either (1) not listed on a market operated by the OTC Markets Group Inc. or any national securities exchange or (2) not otherwise of a reporting company that is subject to the reporting requirements of the Exchange Act, then the surviving corporation shall pay to the Consultant cash in lieu of Shares), and (b) the Company shall, as part of the terms and conditions of any such merger, consolidation, reorganization or other business combination with any Person that results in a Change of Control of the Company or sale, conveyance, disposition of or transfer to any Person of all or substantially all the assets of the Company, cause the surviving corporation to acknowledge the terms and conditions of, and assume all of the Company's obligations pursuant to, this Agreement and reserve and make available the substitute consideration contemplated by this Section 2.2.4.

2.2.5 Upon the Consultant's death or disability, all Shares provided for under this Agreement will transfer to the Consultant's designated beneficiary.

2.3. Company Vehicle and Expenses. At Consultant's option, Consultant (i) shall be able to continue using the Company's 2014 Ford Expedition (the "Company Vehicle") as a company vehicle for the duration of this Agreement or (ii) shall purchase the Company Vehicle for an amount equal to the outstanding indebtedness relating to the Company Vehicle, together with a vehicle allowance from the Company of \$650 per month (\$7,800 per year in the aggregate) in consulting fees to cover vehicle expenses.

2.4. Independent Contractor. It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent or employee of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority in connection with the Services. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income. The Company and Consultant agree that Consultant will receive no Company-sponsored benefits from the Company pursuant to this Agreement, except that the Company will add Consultant (or his new consulting company) to the Company's professional liability insurance policy as an additional insured and maintain such coverage for a minimum of ten years after the date hereof or, if less, until such time as the Company is no longer engaged in the business in which such coverage is reasonably required (or, in which case, the applicable entity, North American Crane Bureau Inc., is no longer active).

2 . 5 . Taxes. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Consultant under the terms of this Agreement. Consultant agrees and understands that it is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Consultant agrees to indemnify and hold harmless the Company and his affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising from or in connection with (i) any obligation imposed on the Company to pay withholding taxes or similar items, or (ii) any determination by a court or agency that the Consultant is not an independent contractor pursuant to this Agreement.

ARTICLE III. TERMINATION

3.1. Termination. This Agreement and the services of the Consultant hereunder shall be terminated as follows:

3.1.1 The Parties may terminate this Agreement immediately upon the mutual agreement of the Parties;

3.1.2 This Agreement shall terminate immediately upon the death of the Consultant;

3.1.3 The Company may terminate this Agreement upon 10 days' written notice to the Consultant for cause, in the event the Consultant becoming incapacitated or disabled such that he is unable to perform the Services or in the event of a material breach of this Agreement by the Consultant which is not cured by the Consultant during such period; or

3.1.4 The Consultant may terminate this Agreement upon 10 days' written notice to the Company in the event of a material breach of this Agreement by the Company which is not cured by the Company during such period;

The term "cause," as used in this Agreement, shall mean, in the reasonable judgment of the Company, continued neglect by the Consultant of his duties, misconduct by or gross negligence of Consultant, any material violation of the provisions of this Agreement (including, without limitation, any violation by the Consultant of Article IV), or any conduct which is detrimental to the Company or would result in prejudice to the business or interest of the Company, should the Consultant's services be continued.

3 . 2 . Rights Upon Termination. Upon termination of the Term, the Consultant shall continue to comply with the terms of Articles VI-VIII hereof following the Termination Date.

ARTICLE IV. REPRESENTATIONS OF CONSULTANT

4.1. Investment Representations.

4.1.1 The Consultant acknowledges that:

(i) The Consultant understands that the Shares to be acquired by Consultant pursuant to this Agreement have not been registered under the Securities Act, nor qualified under any state securities laws, and that such Shares are being offered and sold pursuant to an exemption from such registration and qualification based in part upon the representations contained herein. Consultant is an "accredited investor" as defined under Rule 501 promulgated under the Securities Act.

(ii) The Consultant has such knowledge and experience in financial and business matters that Consultant is capable of evaluating the merits and risks of the investment contemplated by this Agreement; and Consultant is able to bear the economic risk of this investment in the Shares (including a complete loss of Consultant's investment).

4.1.2 Limitations on Disposition.

(i) The Consultant understands that the Consultant must bear the economic risk of Consultant's investment in the Shares indefinitely unless the Shares are registered pursuant to the Securities Act or an exemption from such registration is available, and unless the disposition of such Shares is qualified under applicable state securities laws or an exemption from such qualification is available. Consultant further understands that there is no assurance that any exemption from the Securities Act will be available or, if available, that such exemption will allow Consultant to transfer any or all of Consultant's interest in the Shares in the amounts or at the times Consultant might propose.

(ii) The Consultant acknowledges that he is aware of Rule 144 under the Securities Act (" Rule 144") which permits limited public resales of "restricted securities" subject to the satisfaction of certain conditions. Consultant understands that under Rule 144, except as otherwise provided in paragraph (d) of that Rule, the conditions include, among other things: the availability of certain current public information about the issuer, certain holding periods and limitations on the amount of securities to be sold and the manner of sale. Consultant acknowledges that in the event all of the requirements of Rule 144 are not met, registration under the Securities Act, or an exemption from registration will be required for any disposition of the Shares. Consultant understands, that although Rule 144 is not exclusive, the SEC has expressed its opinion that persons proposing to sell restricted securities received other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

4.1.3 Advisors. The Consultant has consulted his own legal and tax advisors regarding the consequences of the transaction contemplated by this Agreement and acknowledges that he is not relying upon, nor has he received, any legal or tax advice from the Company or its legal counsel or accountants.

4.1.4 Investment Purpose. The Consultant is acquiring Consultant's interest in the Shares solely for Consultant's own account for investment and not with a view toward the resale, transfer or distribution thereof, nor with any present intention of transferring or distributing Consultant's interest in the Shares.

4.1.5 Restrictive Legend. The Consultant understands and acknowledges that the Shares are characterized as "restricted securities" under U.S. securities laws and agrees to the imprinting, so long as required by law, of the following legend on certificates representing Consultant's Shares:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA. THE SECURITIES MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

ARTICLE V. MUTUAL REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE PARTIES

5.1. Power and Authority. The Parties have all requisite power and authority, corporate or otherwise, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby. The Parties have duly and validly executed and delivered this Agreement and will, on or prior to the consummation of the transactions contemplated herein, execute, such other documents as may be required hereunder and, assuming the due authorization, execution and delivery of this Agreement by the Parties hereto and thereto, this Agreement constitutes, the legal, valid and binding obligation of the Parties enforceable against each Party in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the Parties rights generally and general equitable principles.

5.2. Execution and Delivery. The execution and delivery by the Parties of this Agreement and the consummation of the transactions contemplated hereby and thereby do not and shall not, by the lapse of time, the giving of notice or otherwise: (a) constitute a violation of any law; or (b) constitute a breach or violation of any provision contained in the Articles of Incorporation or Bylaws, or such other document(s) regarding organization and/or management of the Parties, if applicable; or (c) constitute a breach of any provision contained in, or a default under, any governmental approval, any writ, injunction, order, judgment or decree of any governmental authority or any contract to which the Parties are bound or affected.

5.3. Authority of Entities. Any individual executing this Agreement on behalf of an entity has authority to act on behalf of such entity and has been duly and properly authorized to sign this Agreement on behalf of such entity.

ARTICLE VI.
CONFIDENTIAL/TRADE SECRET INFORMATION;
COMPANY PROPERTY; NON-SOLICITATION

6.1. Confidential/Trade Secret Information/Non-Disclosure/Non-Solicitation.

6.1.1 Confidential/Trade Secret Information Defined. During the course of Consultant's engagement, Consultant will have access to various Confidential/Trade Secret Information of the Company and information developed for the Company. For purposes of this Agreement, the term "Confidential/Trade Secret Information" is information that is not generally known to the public and, as a result, is of economic benefit to the Company in the conduct of its business, and the business of the Company's subsidiaries. Consultant and the Company agree that the term "Confidential/Trade Secret Information" includes but is not limited to all information developed or obtained by the Company, including its affiliates, and predecessors, and comprising the following items, whether or not such items have been reduced to tangible form (e.g., physical writing, computer hard drive, disk, tape, etc.): all methods, techniques, processes, ideas, research and development, product designs, engineering designs, plans, models, production plans, business plans, add-on features, trade names, service marks, slogans, forms, pricing structures, business forms, marketing programs and plans, layouts and designs, financial structures, operational methods and tactics, cost information, the identity of and/or contractual arrangements with suppliers and/or vendors, accounting procedures, and any document, record or other information of the Company relating to the above. Confidential/Trade Secret Information includes not only information directly belonging to the Company which existed before the date of this Agreement, but also information developed by Consultant for the Company, including its subsidiaries, affiliates and predecessors, during the term of Consultant's engagement with the Company. Confidential/Trade Secret Information does not include any information which (a) was in the lawful and unrestricted possession of Consultant prior to its disclosure to Consultant by the Company, its subsidiaries, affiliates or predecessors, (b) is or becomes generally available to the public by lawful acts other than those of Consultant after receiving it, or (c) has been received lawfully and in good faith by Consultant from a third party who is not and has never been a Consultant of the Company, its subsidiaries, affiliates or predecessors, and who did not derive it from the Company, its subsidiaries, affiliates or predecessors.

6.1.2 Restriction on Use of Confidential/Trade Secret Information. Consultant agrees that his use of Confidential/Trade Secret Information is subject to the following restrictions for an indefinite period of time so long as the Confidential/Trade Secret Information has not become generally known to the public:

(i) Non-Disclosure. Consultant agrees that it will not publish or disclose, or allow to be published or disclosed, Confidential/Trade Secret Information to any person without the prior written authorization of the Company unless pursuant to or in connection with Consultant's job duties to the Company under this Agreement; and

(ii) Non-Removal/Surrender. Consultant agrees that it will not remove any Confidential/Trade Secret Information from the offices of the Company or the premises of any facility in which the Consultant is performing Services, except pursuant to his duties under this Agreement. Consultant further agrees that it shall surrender to the Company all documents and materials in his possession or control which contain Confidential/Trade Secret Information and which are the property of the Company upon the termination of his engagement with the Company, and that it shall not thereafter retain any copies of any such materials.

6.2. Non-Solicitation of Employees and Consultants. Consultant agrees that during the Term and for the twelve-month period following the date of the termination of this Agreement (the "Termination Date"), he shall not, directly or indirectly, solicit or otherwise encourage any employees or consultants of the Company to leave the employ or service of the Company, or solicit, directly or indirectly, any of the Company's employees or consultants for employment or service; provided, however, that Consultant may solicit an employee or consultant if (i) such employee or consultant has resigned voluntarily (without any solicitation from Consultant), and at least one (1) year has elapsed since such employee's or consultant's resignation from employment or termination of service with the Company, (ii) such employee's employment or consultant's services was terminated by the Company, and if one (1) year has elapsed since such employee or consultant was terminated by the Company, (iii) the Company has consented to the solicitation of such employee or consultant in writing, which consent the Company may withhold in its sole discretion, or (iv) such solicitation solely occurs by general solicitations for employment to the public.

6.3. Non-Solicitation of Contacts. The Consultant agrees that during the Term and during the twelve-month period following the Termination Date, Consultant shall not: (a) interfere with the Company's business relationship with its customers or suppliers, or (b) solicit, directly or indirectly, or otherwise encourage any of the Company's customers or suppliers to terminate their business relationship with the Company.

6.4. Breach of Provisions. If the Consultant materially breaches any of the provisions of Articles VI-VIII hereof, or in the event that any such breach is threatened by Consultant, in addition to and without limiting or waiving any other remedies available to the Company at law or in equity, the Company shall be entitled to immediate injunctive relief in any court, domestic or foreign, having the capacity to grant such relief, to restrain any such breach or threatened breach and to enforce the provisions of Articles VI-VIII hereof.

6.5. Reasonable Restrictions. The Parties acknowledge that the foregoing restrictions, as well as the duration and the territorial scope thereof as set forth in Articles VI-VIII hereof, are under all of the circumstances reasonable and necessary for the protection of the Company and its business.

6.6. Specific Performance. The Consultant acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Articles VI-VIII hereof would be inadequate and, in recognition of this fact, Consultant agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

6.7. Company Property. Upon termination of this Agreement, or on demand by the Company during the Term of this Agreement, Consultant will immediately deliver to the Company, and will not keep in his possession, recreate or deliver to anyone else, any and all Company property, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by Consultant pursuant to the terms of this Agreement, obtained by Consultant in connection with the provision of the Services, or otherwise belonging to the Company or its successors or assigns.

ARTICLE VII WORK PRODUCT

7.1. Work Made for Hire. The Consultant hereby agrees that all information, materials, tools, data, inventions, ideas, writings and other property, including, without limitation any improvements or modifications, whether or not copyrightable, created or adapted by it, whether alone or in conjunction with any other person, firm or corporation (hereinafter referred to as "Person") arising out of or created in connection with Services, provided for the Company hereunder or as a result of such Services (the "Work Product"), whether or not eligible for patent, copyright, trademark, trade secret or other legal protection, shall be "work made for hire" for the Company within the meaning of the United States Copyright Act of 1976 and for all other purposes and as such, the sole and exclusive property of the Company.

7.2. License of Work Product. The Consultant acknowledges that the Company in its sole discretion shall have the right to license the Work Product or any portion thereof, and/or incorporate the Work Product or any portion thereof into the Company's products, for use by other licensees or clients of the Company.

7.3. Right to Work Product. The Consultant hereby assigns exclusively to the Company in perpetuity, all right, title and interest of any kind whatsoever, in and to the Work Product, including any and all patents, patent rights, trademarks, mask work rights, trade secrets, rights of priority, copyrights and other proprietary rights thereto (and the exclusive right to register copyrights, patents, trademarks and other rights), and represents and warrants that Consultant has not previously assigned such rights or any portion thereof to any other Person. Accordingly, all rights in and to the Work Product, including any materials derived therefrom or based thereon and regardless of whether any such Work Product is actually used by the Company, shall from its creation be owned exclusively by the Company and Consultant will not have or claim to have any rights of any kind whatsoever in such Work Product. Without limiting the generality of the foregoing, Consultant will not make any use of any of the Work Product in any manner whatsoever without the Company's prior written consent.

7.4. Representations Regarding Work Product. The Consultant represents and warrants that the Work Product provided by it hereunder will be original works created by it or a third party and not previously published in any form and that the use by the Company of the Work Product will not violate or infringe on any copyright or other proprietary or privacy right of any other Person and that the Company will have the right to use the Work Product in perpetuity without obligation to any Person. In the event of any breach of this representation and warranty, Consultant agrees to indemnify the Company and hold it harmless from and against any and all claims, costs, liabilities and expenses incurred by it as a result of such breach. "Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization or governmental entity.

7.5. Assignment of Rights. In some jurisdictions, the Consultant may have a right, title, or interest (" Right," including without limitation all right, title, and interest arising under patent law, copyright law, trade-secret law, or otherwise, anywhere in the world, including the right to sue for present or past infringement) in certain Work Product that cannot be automatically owned by the Company. In that case, if applicable law permits Consultant to assign Consultant's Right(s) in future Work Product at this time, then Consultant hereby assigns any and all such Right(s) to the Company, without additional compensation to Consultant; if not, then Consultant agrees to assign any and all such Right(s) in any such future Work Product to the Company or its nominee(s) upon request, without additional compensation to Consultant.

7.6. Waiver of Moral Rights. The Consultant waives the Consultant's moral rights to any and all copyrights subsisting in the Work Product. If required by the Company, the Consultant also agrees to sign, and to cause the Consultant's employees and subcontractors to sign, any applications or other documents the Company may reasonably request: (a) to obtain or maintain patent, copyright, industrial design, trade-mark or other similar protection for the Work Product, (b) to transfer ownership of the Work Product to the Company, and (c) to assist the Company in any proceeding necessary to protect and preserve the Work Product. The Company will pay for all expenses associated with preparing and filing such documents.

ARTICLE VIII. NON-COMPETITION

8.1. Non-Competition. As a material inducement to the Company's consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Company's acquisition of the good will associated with the business of the Company, the Consultant agrees as to subsections 8.1.1-8.1.4 below. Notwithstanding anything to the contrary contained herein, except as set forth in Section 8.1.1, to the extent of any conflict between the Purchase Agreement and this Section 8.1, the terms hereof shall control.

8.1.1 The Consultant will not, for a period of two (2) years following the Effective Date (or, with respect to Mr. Blanton, if longer, co-terminus with the non-compete provisions in the Purchase Agreement) (computed by excluding from such computation any time during which such Consultant is found by a court of competent jurisdiction to have been in violation of any provision of this Section 8.1.1) (the "Restricted Period"), directly or indirectly, for himself or on behalf of or in conjunction with any other Person, engage in, invest in or otherwise participate in (whether as an owner, employee, officer, director, manager, consultant, independent contractor, agent, partner, advisor, or in any other capacity) any business that competes with the business of the Company (such business, the "Restricted Business") in any Restricted Area, or at any time following the Effective Date make any use of any Company Intellectual Property other than in connection with the business of the Company. Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit the acquisition as a passive investment of not more than five percent (5%) of the capital stock of a competing business whose stock is traded on a national securities exchange or over-the-counter and shall not be deemed to prohibit the acquisition of any capital stock of the Company, or prohibit Consultant from engaging and/or performing accident investigation expert work, litigation support, or lift and equipment audits.

8.1.2 The Consultant will not, for a period of two (2) years following the Effective Date (computed by excluding from such computation any time during which Consultant is found by a court of competent jurisdiction to have been in violation of any provision of this Section 8.1.2), directly or indirectly, for himself or on behalf of or in conjunction with any other Person, (i) solicit or hire (or assist or encourage any other Person to solicit or hire), or otherwise interfere in any manner with any employee, consultant or strategic partner of any of the Company, the Company, or any of the Company's subsidiaries (each, a "Restricted Entity"), other than by general public advertisement or other such general solicitation not specifically targeted at any such Person, (ii) induce or request any customer of any Restricted Entity to reduce, cancel or terminate its business with such Restricted Entity or otherwise interfere in any manner in any Restricted Entity's business relationship with any of its customers, or (iii) solicit or accept business from any customer of any Restricted Entity in connection with a Restricted Business. For purposes of this Section 8.1.2, a Person shall be deemed to be an employee, consultant, customer or strategic partner of any Restricted Entity if any such relationship existed or exists at any time (A) during the thirty (30) days prior to the execution of this Agreement or (B) after the Closing Date and during the operation of this provision, and any such Person shall cease to have the applicable status one year after the termination of any such relationship. Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit Consultant from engaging and/or performing accident investigation expert work, litigation support, or lift and equipment audits.

8.1.3 The Consultant agrees that the foregoing covenants are reasonable with respect to their duration, geographic area and scope, to protect, among other things, the Company's acquisition of the goodwill associated with the business of the Company. If a judicial or arbitral determination is made that any provision of this Section 8.1 constitutes an unreasonable or otherwise unenforceable restriction against a Consultant, then the provisions of this Section 8.1 shall be rendered void with respect to Consultant only to the extent such judicial or arbitral determination finds such provisions to be unenforceable. In that regard, any judicial or arbitral authority construing this Section 8.1 shall be empowered to sever any prohibited business activity, time period or geographical area from the coverage of any such agreements and to apply the remaining provisions of this Section 8.1 to the remaining business activities, time periods and/or geographical areas not so severed. Moreover, in the event that any provision, or the application thereof, of this Section 8.1 is determined not to be specifically enforceable, the Company may be entitled to recover monetary damages as a result of the breach of such agreement.

8.1.4 The Consultant acknowledges that he has carefully read and considered the provisions of this Section 8.1. Consultant acknowledges that he has received and will receive sufficient consideration and other benefits to justify the restrictions in this Section 8.1. Consultant also acknowledges and understands that these restrictions are reasonably necessary to protect interests of the Company, including, without limitation, protection of the goodwill acquired, and Consultant acknowledges that such restrictions will not prevent him from conducting businesses that are not included in the Restricted Business set forth in this Section 8.1 during the periods covered by the restrictive covenants set forth in this Section 8.1. Consultant also acknowledges that the contemplated transactions constitute full and adequate consideration for the execution and enforceability of the restrictions set forth in this Section 8.1.

ARTICLE IX. MISCELLANEOUS

9.1. Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be delivered (i) by personal delivery, or (ii) by national overnight courier service, or (iii) by certified or registered mail, return receipt requested, or (iv) via facsimile transmission, with confirmed receipt, or (v) via email. Notice shall be effective upon receipt except for notice via fax (as discussed above) or email, which shall be effective only when the recipient, by return or reply email or notice delivered by other method provided for in this Section 9.1, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 9.1, or which such recipient 'replies' to such prior email). Such notices shall be sent to the applicable party or parties at the address specified below:

If to the Company:

ProBility Media Corporation
1517 San Jacinto Street
Houston, Texas 77002
Attention: Mr. Noah I. Davis
President and Chief Operating Officer
Facsimile: (800) 861-1175
Email: noah@probilitymedia.com

If to the Consultant:

Ted L. Blanton, Sr.
930 Williston Park Point
Lake Mary, Florida 32746
Facsimile: (407) 869-8778
Email: tblantonsr@cranesafe.com

9 . 2 . Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns. Consultant may not assign any of its rights or obligations under this Agreement. The Company may assign its rights and obligations under this Agreement to any successor entity.

9.3. Severability. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement or portion thereof, and this Agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision or portion thereof shall be deemed, without further action on the part of the Parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable.

9.4. Waiver. No waiver by a Party of a breach or default hereunder by the other Party shall be considered valid, unless expressed in a writing signed by such first Party, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or any other nature.

9 . 5 . Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements between the Company and Consultant, whether written or oral, relating to any or all matters covered by and contained or otherwise dealt with in this Agreement. This Agreement does not constitute a commitment of the Company with regard to Consultant's engagement, express or implied, other than to the extent expressly provided for herein.

9.6. Amendment. No modification, change or amendment of this Agreement or any of its provisions shall be valid, unless in a writing signed by the Parties.

9.7. Governing Law. This Agreement, and all of the rights and obligations of the Parties in connection with the relationship established hereby, shall be governed by and construed in accordance with the substantive laws of the State of Texas without giving effect to principles relating to conflicts of law.

9 . 8 . Survival. The termination of Consultant's engagement with the Company pursuant to the provisions of this Agreement shall not affect Consultant's obligations to the Company hereunder which by the nature thereof are intended to survive any such termination, including, without limitation, Consultant's obligations under Article VI-VIII of this Agreement.

9.9. No Presumption from Drafting. This Agreement has been negotiated at arm's-length between persons knowledgeable in the matters set forth within this Agreement. Accordingly, given that all Parties have had the opportunity to draft, review and/or edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected with or involving this Agreement. In particular, any rule of law, legal decisions, or common law principles of similar effect that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it, is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intentions of the Parties.

9 . 1 0 . Review and Construction of Documents. Each Party herein expressly represents and warrants to all other Parties hereto that (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of its own legal, tax and business advisors before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; and (e) this Agreement is the result of arm's length negotiations conducted by and among the Parties and their respective counsel.

9 . 1 1 . Electronic Signatures and Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party, each other Party shall re execute the original form of this Agreement and deliver such form to all other Parties. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written, to be effective as of the Effective Date.

"COMPANY"

PROBILITY MEDIA CORPORATION

By: /s/ Noah I. Davis
Name: Noah I. Davis
Title: President and Chief Operating
Officer

"CONSULTANT"

/s/ Ted L. Blanton, Sr.
Ted L. Blanton, Sr.

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT, dated as of January 18, 2018, between **PROBILITY MEDIA CORPORATION**, a Nevada corporation (the "Company"), and **JUAN GARCIA** (the "Executive").

WITNESSETH:

WHEREAS, the Company desires to retain the services of the Executive and to that end desires to enter into a contract of employment with him, upon the terms and conditions herein set forth; and

WHEREAS, the Executive desires to be employed by the Company upon such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and covenants contained herein, the parties hereto, intending to be bound, hereby agree as follows:

1. **APPOINTMENT AND TERM**

Subject to the terms hereof, the Company hereby employs the Executive, and the Executive hereby accepts employment with the Company, all in accordance with the terms and conditions set forth herein, for a period of three years (the "Initial Term") commencing on the date (the "Commencement Date") of the closing of the stock purchase contemplated by the Stock Purchase Agreement, dated as of January 18, 2018 (the "Purchase Agreement"), by and among the Company, Disco Learning Media, Inc., a Texas corporation ("Disco Learning Media"), and the stockholders of Disco Learning Media listed on the signature page thereto, and ending on the third anniversary of such date. After the Initial Term, this Agreement shall automatically renew for successive one-year terms under the same terms and conditions set forth herein, unless: (a) the Agreement is earlier terminated or amended as provided herein, or (b) the Company or the Executive gives written notice of non-renewal at least 60 days prior to the end of the Initial Term or any renewal term of this Agreement. If the Company gives notice later than 60 days prior to the end of the Initial Term or any renewal term of this Agreement after the Initial Term, then the Executive shall have the choice of (1) extending the term of this Agreement until a date which is 60 days after the date such notice is given, or (2) determining that the term of the Agreement shall only run through the end of the Initial Term or any renewal term of this Agreement, whichever is applicable. If the Company gives notice pursuant to clause (b) of this paragraph, the Executive will notify the Company within 30 days of whether he is electing (1) or (2) above. If the Company gives notice of non-renewal, the Executive may seek alternative employment while still being employed by the Company. The Executive shall hold the position set forth on Annex A hereto.

2. **DUTIES**

(a) The Executive shall, unless prevented by incapacity, devote all of his business time, attention and ability during normal corporate office business hours to the discharge of his duties hereunder and to the faithful and diligent performance of such duties and the exercise of such powers as may be assigned to or vested in him by the Board of Directors of the Company (the "Board"), the Chief Executive Officer of the Company, the President of the Company and any other senior executive officer of the Company, all such duties to be consistent with his position and the duties thereof described on Annex A. The Executive shall obey the lawful directions of the Board and the Company's Chief Executive Officer, President and any other senior executive officer of the Company, and the Executive shall use his diligent efforts to promote the interests of the Company and to maintain and promote the reputation thereof. In the ordinary course of his duties, the Executive shall report to Noah I. Davis, the President and Chief Operating Officer of the Company, with respect to his continued management of the Disco Learning Media team.

(b) With the exception of existing investments and ownership positions previously disclosed to the Company, the Executive shall not during his term of employment (except as a representative of the Company or with the consent in writing of the Board) be directly engaged as an employee, board member, shareholder, member or general partner of any business. The Executive may purchase an investment interest of up to 5% in entities that do not directly compete with the Company, provided it does not impair the ability of the Executive to discharge fully and faithfully his duties hereunder.

(c) Notwithstanding the foregoing provisions, the Executive shall be entitled to serve in various leadership capacities in civic, charitable and professional organizations. The Executive recognizes that his primary and paramount responsibility is to the Company. The Executive shall be based in the Austin, Texas area (except for required travel on the Company's business).

3. **REMUNERATION**

(a) **Base Salary.** As compensation for his services pursuant hereto, the Executive shall be paid a base salary of \$125,550 per year during his employment. This amount shall be payable in equal periodic installments in accordance with the usual payroll practices of the Company.

(b) Except as provided above and in this Agreement, the Executive shall not be entitled to receive any additional compensation or remuneration from the Company (excluding any payments under the Purchase Agreement).

4. **HEALTH INSURANCE AND OTHER FRINGE BENEFITS**

The Executive shall be entitled to participate in regular employee fringe benefit programs to the extent such programs are offered by the Company to its executive employees, including, but not limited to, medical, hospitalization and disability insurance and life insurance that are substantially consistent with the programs of the Company in effect prior to the Commencement Date.

5. **VACATION**

The Executive shall be entitled to the amount of paid vacation days (in addition to the usual national and Company holidays) during each contract year during which he serves hereunder in accordance with Company policy. Such vacation shall be taken at such time or times as will be mutually agreed between the Executive and the Company. A maximum of up to 48 hours of vacation not taken during a calendar year may be carried forward. Subject to the foregoing, upon the termination of the Executive's employment with the Company, he shall be paid for all unused vacation days accrued through the date of termination.

6. **REIMBURSEMENT FOR EXPENSES**

The Executive shall be reimbursed for reasonable documented business expenses incurred in connection with the business of the Company in accordance with policies and practices established by the Company.

7. **TERMINATION**

This Agreement and the Executive's employment by the Company shall or may be terminated, as the case may be, as provided below; provided, however, that such termination shall not affect the obligations of the Executive pursuant to the terms of Sections 8 and 9.

(a) **Termination by the Executive.** The Executive may terminate this Agreement and his employment by the Company:

(i) At any time and for any reason, other than reasons set forth in Section 7(a)(ii), 60 days after written notice of the Executive's resignation is received by the Company ("Voluntary Resignation"); or

(i i) **For "Good Reason."** "Good Reason" shall be deemed to exist upon (a) the Company's reduction of the annual base compensation payable to the Executive (either the current base compensation or the compensation set forth in this Agreement, whichever is greater); (b) the failure of the Company to comply with a material term of this Agreement; or (c) significant reduction in the Executive's duties or responsibilities (as described on Annex A) which, unless mutually agreed upon by the parties, is inconsistent in all material respects with his then current position (provided that removal of the Executive from his then current position following a change of control of the Company, so long as he serves in a similar role at any continuing ProBility Media (or Disco Learning Media) subsidiary, division or group of the surviving company, shall not constitute a significant reduction in the Executive's duties or responsibilities under this Agreement); provided that Good Reason shall not be deemed to exist unless (x) notice of the Good Reason condition is given by the Executive to the Company within 90 days of the Executive's discovery of the condition's existence, (y) the Company fails to remedy the condition within 30 days of such notice, and (z) the Executive notifies the Company that he is resigning his employment from the Company within 90 days of the Company's failure to remedy the condition pursuant to the time period set forth in clause (y) above.

(b) **Termination by the Company.** The Company may terminate this Agreement and the Executive's employment by the Company upon notice to the Executive (or his personal representative):

(i) Without Cause. At any time and for any reason (" Without Cause"), other than reasons set forth in Sections 7(b)(ii), (iii) or (iv); or

(ii) For "Cause." Upon the written notice to the Executive by the Company at any time, because of: (a) the willful and material malfeasance or dishonesty, or habitual drug or alcohol abuse (as determined by a licensed physician practicing in the Austin, Texas area selected by the Board, and reasonably acceptable to the Executive) by the Executive related to or affecting the performance of his duties, (b) the Executive's continuing and intentional breach, non-performance or non-observance of any of the material terms or provisions of this Agreement, but only after written notice by the Company of such breach, nonperformance or nonobservance that specifies the steps needed to be taken by the Executive to cure such alleged breach, nonperformance or nonobservance of a material term or provision of this Agreement, and the failure of the Executive to begin curing such alleged breach, nonperformance or nonobservance as soon as practicable (but in any event within 21 days following written notice from the Company), (c) the conduct by the Executive which the Board has in good faith determined has had a material adverse effect on the business, assets, properties, results of operations, financial condition, personnel or prospects of the Company (within each category, taken as a whole), but only after written notice by the Company of such conduct that specifies the steps needed to be taken by the Executive to cure such alleged conduct, and the failure of the Executive to begin curing same as soon as practicable (but in any event within 21 days following written notice from the Company), (d) upon the Executive's engagement in any act of sexual harassment of another employee of the Company, after an investigation by the Company conducted by an independent third party with subject matter expertise, or (e) the Executive's conviction of a felony or any crime involving moral turpitude related to or affecting the performance of his duties or any act of fraud, embezzlement, theft or willful breach of fiduciary duty against the Company.

(iii) For Disability. In the event the Executive, by reason of physical or mental disability, shall be unable to perform the services required of him hereunder for a period of more than 60 consecutive days, or for more than a total of 90 non-consecutive days in the aggregate during any period of 12 consecutive calendar months, on the 61st consecutive day, or the 91st day, as the case may be. The Executive agrees, in the event of any dispute under this Section 7(b)(iii), and after written notice by the Board, to submit to a physical examination by a licensed physician practicing in the Austin, Texas area selected by the Board, and reasonably acceptable to the Executive.

(iv) For Death. In the event the Executive dies while employed pursuant hereto, on the day in which his death occurs, provided that such termination shall not prejudice any benefits payable to the Executive's spouse or beneficiaries that are fully vested as of the date of death.

(c) **Obligations of the Company Upon Termination.**

(i) If this Agreement is terminated pursuant to Section 7(a)(i), 7(b)(ii) or 7(b)(iv), the Company will have no further liability to the Executive after the date of termination other than the payment of all compensation and other benefits payable to the Executive through the date of such termination.

(ii) If this Agreement is terminated pursuant to Section 7(b)(iii), the Executive will receive his then current base salary, or the base salary set forth in this Agreement, whichever is greater, until such time (but not more than 120 days after such disability, or 120 days after a physical examination by a licensed physician practicing in the Austin, Texas area selected by the Board, and reasonably acceptable to the Executive, determines the Executive is disabled pursuant to Section 7(b)(iii), whichever is later)) as payments begin under any disability insurance plan of the Executive.

(iii) If this Agreement is terminated pursuant to Section 7(a)(ii) or 7(b)(i), the Executive will (A) receive his then current base salary, or the base salary set forth in this Agreement, whichever is greater, for a severance period of four (4) months following the termination of the Agreement (the "Severance Period"), and (B) the Company will pay Executive's monthly COBRA (Consolidated Omnibus Budget Reconciliation Act) payments for a period of twelve (12) months following the Executive's termination (the "COBRA Period"). It is the Executive's obligation, however, to submit the necessary documentation and paperwork required for COBRA coverage following her separation from employment.

8. **CONFIDENTIAL INFORMATION**

(a) The Executive covenants and agrees that he will not at any time during the continuance of this Agreement or at any time thereafter (i) print, publish, divulge or communicate to any person, firm, corporation or other business organization (except in connection with the Executive's employment hereunder) or use for his own account any secret or confidential information relating to the business of the Company (including, without limitation, information relating to any customers, suppliers, employees, products, services, formulae, technology, know-how, trade secrets or the like, financial information or plans) or any secret or confidential information relating to the affairs, dealings, projects and concerns of the Company, both past and planned ("Confidential Information"), which the Executive has received or obtained or may receive or obtain during the course of his employment with the Company (whether or not developed, devised or otherwise created in whole or in part by the efforts of the Executive), or (ii) take with him, upon termination of his employment hereunder, any information in paper or document form or on any computer-readable media relating to the foregoing. The term "Confidential Information" does not include information which is or becomes generally available to the public other than as a result of disclosure by the Executive or which is generally known in the e-learning industry. The Executive further covenants and agrees that he shall retain the Confidential Information received or obtained during such service in trust for the sole benefit of the Company or its successors and assigns.

(b) The term Confidential Information as defined in Section 8(a) hereof shall include information obtained by the Company from any third party under an agreement including restrictions on disclosure known to the Executive.

(c) In the event that the Executive is requested pursuant to subpoena or other legal process to disclose any of the Confidential Information, the Executive will provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with Section 8 of this Agreement. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions of Section 8 of this Agreement, the Executive will furnish only that portion of the Confidential Information which is legally required.

9. **RESTRICTIONS DURING EMPLOYMENT AND FOLLOWING TERMINATION**

(a) The Executive shall not, anywhere within the United States, during his full term of employment under Section 1 hereof and for a period of one year thereafter, notwithstanding any earlier termination pursuant to Section 7(a) hereof, without the prior written consent of the Company, directly or indirectly, and whether as principal, agent, officer, director, partner, employee, consultant, broker, dealer, shareholder, member or otherwise, alone or in association with any other person, firm, corporation or other business organization, carry on, or be engaged, have an interest in or take part in, or render services to any person, firm, corporation or other business organization (other than the Company) engaged in a business which is competitive with all or part of the Business of the Company; provided, however, that, with the consent of the Company (which shall not be unreasonably withheld), the Executive may own up to five percent (5%) of the outstanding stock of a publicly-held company engaged in the Business of the Company. The term "Business of the Company" shall mean being engaged in learning experience design and digital publishing in the education sector.

(b) The Executive shall not, for a period of one year after termination of his employment hereunder, either on his own behalf or on behalf of any other person, firm, corporation or other business organization, endeavor to entice away from the Company any person who, at any time during the continuance of this Agreement, was an employee of the Company within one year before the Executive's termination date.

(c) The Executive shall not, for a period of one year after termination of his employment hereunder, either on his own behalf or on behalf of any other person, firm, corporation or other business organization, solicit or direct others to solicit, any of the Company's customers or prospective customers (including, but not limited to, those customers with whom the Executive had a business relationship during his term of employment, as construed by Section 6.5(b) of the Purchase Agreement) for any purpose or for any activity which is competitive with all or part of the Business of the Company.

(d) It is understood by and between the parties hereto that the foregoing covenants by the Executive set forth in this Section 9 are essential elements of this Agreement and that, but for the agreement of the Executive to comply with such covenants, the Company would not have entered into this Agreement. It is recognized by the Executive that the Company currently operates in, and may continue to expand its operations throughout, the United States. The Company and the Executive have independently consulted with their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants.

10. **REMEDIES**

(a) Without intending to limit the remedies available to the Company, it is mutually understood and agreed that the Executive's services are of a special, unique, unusual, extraordinary and intellectual character giving them a peculiar value, the loss of which may not be reasonably or adequately compensated in damages in an action at law, and, therefore, in the event of any material breach by the Executive that continues after any applicable cure period, the Company shall be entitled to equitable relief by way of injunction or otherwise.

(b) The covenants of Sections 8 and 9 shall be construed as independent of any other provisions contained in this Agreement and shall be enforceable as aforesaid notwithstanding the existence of any claim or cause of action of the Executive against the Company, whether based on this Agreement or otherwise. In the event that any of the provisions of Sections 8 or 9 hereof should ever be adjudicated to exceed the time, geographic, product/service or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in any such jurisdiction to the maximum time, geographic, product/service or other limitations permitted by applicable law.

11. **COMPLIANCE WITH OTHER AGREEMENTS**

The Executive represents and warrants to the Company that the execution of this Agreement by him and the performance of his obligations hereunder will not, with or without the giving of notice or the passage of time or both, conflict with, result in the breach of any provision of or the termination of, or constitute a default under, any agreement to which the Executive is a party or by which the Executive is or may be bound.

12. **WAIVERS**

The waiver by the Company or the Executive of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

13. **BINDING EFFECT: BENEFITS**

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any corporation or other business organization with which the Company may merge or consolidate or sell all or substantially all of its assets. Insofar as the Executive is concerned, this contract, being personal, cannot be assigned.

14. **NOTICES**

All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to the person to whom such notice is to be given at his or its address set forth below, or such other address for the party as shall be specified by notice given pursuant hereto:

(a) If to the Executive, to him at:

Mr. Juan Garcia
c/o Disco Learning Media, Inc.
11801 Domain Boulevard, Third Floor
Austin, Texas 78758

and

(b) If to the Company, to it at:

ProBility Media
1517 San Jacinto Street
Houston, Texas 77002
Attention: Mr. Noah I. Davis
President and Chief Operating Officer

15. **MISCELLANEOUS**

(a) This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be changed, modified, extended or terminated except upon written amendment approved by the Board and executed by a duly authorized officer of the Company.

(b) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(c) All questions pertaining to the validity, construction, execution and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles, and each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the County of Harris and State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PROBILITY MEDIA CORPORATION

By: /s/ Noah I. Davis
Noah I. Davis President and Chief Operating Officer

EXECUTIVE

/s/ Juan Garcia
Juan Garcia

Position:

Duties & Responsibilities:

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT, dated as of January 18, 2018, between **PROBILITY MEDIA CORPORATION**, a Nevada corporation (the "Company"), and **COLEMAN THARPE** (the "Executive").

WITNESSETH:

WHEREAS, the Company desires to retain the services of the Executive and to that end desires to enter into a contract of employment with him, upon the terms and conditions herein set forth; and

WHEREAS, the Executive desires to be employed by the Company upon such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and covenants contained herein, the parties hereto, intending to be bound, hereby agree as follows:

1. **APPOINTMENT AND TERM**

Subject to the terms hereof, the Company hereby employs the Executive, and the Executive hereby accepts employment with the Company, all in accordance with the terms and conditions set forth herein, for a period of three years (the "Initial Term") commencing on the date (the "Commencement Date") of the closing of the stock purchase contemplated by the Stock Purchase Agreement, dated as of January 18, 2018 (the "Purchase Agreement"), by and among the Company, Disco Learning Media, Inc., a Texas corporation ("Disco Learning Media"), and the stockholders of Disco Learning Media listed on the signature page thereto, and ending on the third anniversary of such date. After the Initial Term, this Agreement shall automatically renew for successive one-year terms under the same terms and conditions set forth herein, unless: (a) the Agreement is earlier terminated or amended as provided herein, or (b) the Company or the Executive gives written notice of non-renewal at least 60 days prior to the end of the Initial Term or any renewal term of this Agreement. If the Company gives notice later than 60 days prior to the end of the Initial Term or any renewal term of this Agreement after the Initial Term, then the Executive shall have the choice of (1) extending the term of this Agreement until a date which is 60 days after the date such notice is given, or (2) determining that the term of the Agreement shall only run through the end of the Initial Term or any renewal term of this Agreement, whichever is applicable. If the Company gives notice pursuant to clause (b) of this paragraph, the Executive will notify the Company within 30 days of whether he is electing (1) or (2) above. If the Company gives notice of non-renewal, the Executive may seek alternative employment while still being employed by the Company. The Executive shall hold the position set forth on Annex A hereto.

2. **DUTIES**

(a) The Executive shall, unless prevented by incapacity, devote all of his business time, attention and ability during normal corporate office business hours to the discharge of his duties hereunder and to the faithful and diligent performance of such duties and the exercise of such powers as may be assigned to or vested in him by the Board of Directors of the Company (the "Board"), the Chief Executive Officer of the Company, the President of the Company and any other senior executive officer of the Company, all such duties to be consistent with his position and the duties thereof described on Annex A. The Executive shall obey the lawful directions of the Board and the Company's Chief Executive Officer, President and any other senior executive officer of the Company, and the Executive shall use his diligent efforts to promote the interests of the Company and to maintain and promote the reputation thereof. In the ordinary course of his duties, the Executive shall report to Noah I. Davis, the President and Chief Operating Officer of the Company, with respect to his continued management of the Disco Learning Media team.

(b) With the exception of existing investments and ownership positions previously disclosed to the Company, the Executive shall not during his term of employment (except as a representative of the Company or with the consent in writing of the Board) be directly engaged as an employee, board member, shareholder, member or general partner of any business. The Executive may purchase an investment interest of up to 5% in entities that do not directly compete with the Company, provided it does not impair the ability of the Executive to discharge fully and faithfully his duties hereunder.

(c) Notwithstanding the foregoing provisions, the Executive shall be entitled to serve in various leadership capacities in civic, charitable and professional organizations. The Executive recognizes that his primary and paramount responsibility is to the Company.

3. **REMUNERATION**

(a) **Base Salary.** As compensation for his services pursuant hereto, the Executive shall be paid a base salary of \$100,200 per year during his employment. This amount shall be payable in equal periodic installments in accordance with the usual payroll practices of the Company.

(b) Except as provided above and in this Agreement, the Executive shall not be entitled to receive any additional compensation or remuneration from the Company (excluding any payments under the Purchase Agreement).

4. **HEALTH INSURANCE AND OTHER FRINGE BENEFITS**

The Executive shall be entitled to participate in regular employee fringe benefit programs to the extent such programs are offered by the Company to its executive employees, including, but not limited to, medical, hospitalization and disability insurance and life insurance that are substantially consistent with the programs of the Company in effect prior to the Commencement Date.

5. **VACATION**

The Executive shall be entitled to the amount of paid vacation days (in addition to the usual national and Company holidays) during each contract year during which he serves hereunder in accordance with Company policy. Such vacation shall be taken at such time or times as will be mutually agreed between the Executive and the Company. A maximum of up to 48 hours of vacation not taken during a calendar year may be carried forward. Subject to the foregoing, upon the termination of the Executive's employment with the Company, he shall be paid for all unused vacation days accrued through the date of termination.

6. **REIMBURSEMENT FOR EXPENSES**

The Executive shall be reimbursed for reasonable documented business expenses incurred in connection with the business of the Company in accordance with policies and practices established by the Company.

7. **TERMINATION**

This Agreement and the Executive's employment by the Company shall or may be terminated, as the case may be, as provided below; provided, however, that such termination shall not affect the obligations of the Executive pursuant to the terms of Sections 8 and 9.

(a) **Termination by the Executive.** The Executive may terminate this Agreement and his employment by the Company:

(i) At any time and for any reason, other than reasons set forth in Section 7(a)(ii), 60 days after written notice of the Executive's resignation is received by the Company ("Voluntary Resignation"); or

(i i) **For "Good Reason."** "Good Reason" shall be deemed to exist upon (a) the Company's reduction of the annual base compensation payable to the Executive (either the current base compensation or the compensation set forth in this Agreement, whichever is greater); (b) the failure of the Company to comply with a material term of this Agreement; or (c) significant reduction in the Executive's duties or responsibilities (as described on Annex A) which, unless mutually agreed upon by the parties, is inconsistent in all material respects with his then current position (provided that removal of the Executive from his then current position following a change of control of the Company, so long as he serves in a similar role at any continuing ProBility Media (or Disco Learning Media) subsidiary, division or group of the surviving company, shall not constitute a significant reduction in the Executive's duties or responsibilities under this Agreement); provided that Good Reason shall not be deemed to exist unless (x) notice of the Good Reason condition is given by the Executive to the Company within 90 days of the Executive's discovery of the condition's existence, (y) the Company fails to remedy the condition within 30 days of such notice, and (z) the Executive notifies the Company that he is resigning his employment from the Company within 90 days of the Company's failure to remedy the condition pursuant to the time period set forth in clause (y) above.

(b) **Termination by the Company.** The Company may terminate this Agreement and the Executive's employment by the Company upon notice to the Executive (or his personal representative):

(i) **Without Cause.** At any time and for any reason (" **Without Cause**"), other than reasons set forth in Sections 7(b)(ii), (iii) or (iv); or

(ii) **For "Cause."** Upon the written notice to the Executive by the Company at any time, because of: (a) the willful and material malfeasance or dishonesty, or habitual drug or alcohol abuse (as determined by a licensed physician practicing in the Austin, Texas area selected by the Board, and reasonably acceptable to the Executive) by the Executive related to or affecting the performance of his duties, (b) the Executive's continuing and intentional breach, non-performance or non-observance of any of the material terms or provisions of this Agreement, but only after written notice by the Company of such breach, nonperformance or nonobservance that specifies the steps needed to be taken by the Executive to cure such alleged breach, nonperformance or nonobservance of a material term or provision of this Agreement, and the failure of the Executive to begin curing such alleged breach, nonperformance or nonobservance as soon as practicable (but in any event within 21 days following written notice from the Company), (c) the conduct by the Executive which the Board has in good faith determined has had a material adverse effect on the business, assets, properties, results of operations, financial condition, personnel or prospects of the Company (within each category, taken as a whole), but only after written notice by the Company of such conduct that specifies the steps needed to be taken by the Executive to cure such alleged conduct, and the failure of the Executive to begin curing same as soon as practicable (but in any event within 21 days following written notice from the Company), (d) upon the Executive's engagement in any act of sexual harassment of another employee of the Company, after an investigation by the Company conducted by an independent third party with subject matter expertise, or (e) the Executive's conviction of a felony or any crime involving moral turpitude related to or affecting the performance of his duties or any act of fraud, embezzlement, theft or willful breach of fiduciary duty against the Company.

(iii) **For Disability.** In the event the Executive, by reason of physical or mental disability, shall be unable to perform the services required of him hereunder for a period of more than 60 consecutive days, or for more than a total of 90 non-consecutive days in the aggregate during any period of 12 consecutive calendar months, on the 61st consecutive day, or the 91st day, as the case may be. The Executive agrees, in the event of any dispute under this Section 7(b)(iii), and after written notice by the Board, to submit to a physical examination by a licensed physician practicing in the specialty medical area of the physical or mental disability claimed by the Executive located in the Austin, Texas area selected by the Board, and reasonably acceptable to the Executive.

(iv) **For Death.** In the event the Executive dies while employed pursuant hereto, on the day in which his death occurs, provided that such termination shall not prejudice any benefits payable to the Executive's spouse or beneficiaries that are fully vested as of the date of death.

(c) **Obligations of the Company Upon Termination.**

(i) If this Agreement is terminated pursuant to Section 7(a)(i), 7(b)(ii) or 7(b)(iv), the Company will have no further liability to the Executive after the date of termination other than the payment of all compensation and other benefits payable to the Executive through the date of such termination.

(ii) If this Agreement is terminated pursuant to Section 7(b)(iii), the Executive will receive his then current base salary, or the base salary set forth in this Agreement, whichever is greater, until such time (but not more than 120 days after such disability, or 120 days after a physical examination by a licensed physician practicing in the specialty medical area of the physical or mental disability claimed by the Executive located in the Austin, Texas area selected by the Board, and reasonably acceptable to the Executive, determines the Executive is disabled pursuant to Section 7(b)(iii), whichever is later)) as payments begin under any disability insurance plan of the Executive.

(iii) If this Agreement is terminated pursuant to Section 7(a)(ii) or 7(b)(i), the Executive will (A) receive his then current base salary, or the base salary set forth in this Agreement, whichever is greater, for a severance period of four (4) months following the termination of the Agreement (the "**Severance Period**"), and (B) the Company will pay Executive's monthly COBRA (Consolidated Omnibus Budget Reconciliation Act) payments for a period of twelve (12) months following the Executive's termination (the "**COBRA Period**"). It is the Executive's obligation, however, to submit the necessary documentation and paperwork required for COBRA coverage following her separation from employment.

8. **CONFIDENTIAL INFORMATION**

(a) The Executive covenants and agrees that he will not at any time during the continuance of this Agreement or at any time thereafter (i) print, publish, divulge or communicate to any person, firm, corporation or other business organization (except in connection with the Executive's employment hereunder) or use for his own account any secret or confidential information relating to the business of the Company (including, without limitation, information relating to any customers, suppliers, employees, products, services, formulae, technology, know-how, trade secrets or the like, financial information or plans) or any secret or confidential information relating to the affairs, dealings, projects and concerns of the Company, both past and planned ("Confidential Information"), which the Executive has received or obtained or may receive or obtain during the course of his employment with the Company (whether or not developed, devised or otherwise created in whole or in part by the efforts of the Executive), or (ii) take with him, upon termination of his employment hereunder, any information in paper or document form or on any computer-readable media relating to the foregoing. The term "Confidential Information" does not include information which is or becomes generally available to the public other than as a result of disclosure by the Executive or which is generally known in the e-learning industry. The Executive further covenants and agrees that he shall retain the Confidential Information received or obtained during such service in trust for the sole benefit of the Company or its successors and assigns.

(b) The term Confidential Information as defined in Section 8(a) hereof shall include information obtained by the Company from any third party under an agreement including restrictions on disclosure known to the Executive.

(c) In the event that the Executive is requested pursuant to subpoena or other legal process to disclose any of the Confidential Information, the Executive will provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with Section 8 of this Agreement. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions of Section 8 of this Agreement, the Executive will furnish only that portion of the Confidential Information which is legally required.

9. **RESTRICTIONS DURING EMPLOYMENT AND FOLLOWING TERMINATION**

(a) The Executive shall not, anywhere within the United States, during his full term of employment under Section 1 hereof and for a period of one year thereafter, notwithstanding any earlier termination pursuant to Section 7(a) hereof, without the prior written consent of the Company, directly or indirectly, and whether as principal, agent, officer, director, partner, employee, consultant, broker, dealer, shareholder, member or otherwise, alone or in association with any other person, firm, corporation or other business organization, carry on, or be engaged, have an interest in or take part in, or render services to any person, firm, corporation or other business organization (other than the Company) engaged in a business which is competitive with all or part of the Business of the Company; provided, however, that, with the consent of the Company (which shall not be unreasonably withheld), the Executive may own up to five percent (5%) of the outstanding stock of a publicly-held company engaged in the Business of the Company. The term "Business of the Company" shall mean being engaged in learning experience design and digital publishing in the education sector.

(b) The Executive shall not, for a period of one year after termination of his employment hereunder, either on his own behalf or on behalf of any other person, firm, corporation or other business organization, endeavor to entice away from the Company any person who, at any time during the continuance of this Agreement, was an employee of the Company within one year before the Executive's termination date.

(c) The Executive shall not, for a period of one year after termination of his employment hereunder, either on his own behalf or on behalf of any other person, firm, corporation or other business organization, solicit or direct others to solicit, any of the Company's customers or prospective customers (including, but not limited to, those customers with whom the Executive had a business relationship during his term of employment, as construed by Section 6.5(b) of the Purchase Agreement) for any purpose or for any activity which is competitive with all or part of the Business of the Company.

(d) It is understood by and between the parties hereto that the foregoing covenants by the Executive set forth in this Section 9 are essential elements of this Agreement and that, but for the agreement of the Executive to comply with such covenants, the Company would not have entered into this Agreement. It is recognized by the Executive that the Company currently operates in, and may continue to expand its operations throughout, the United States. The Company and the Executive have independently consulted with their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants.

10. **REMEDIES**

(a) Without intending to limit the remedies available to the Company, it is mutually understood and agreed that the Executive's services are of a special, unique, unusual, extraordinary and intellectual character giving them a peculiar value, the loss of which may not be reasonably or adequately compensated in damages in an action at law, and, therefore, in the event of any material breach by the Executive that continues after any applicable cure period, the Company shall be entitled to equitable relief by way of injunction or otherwise.

(b) The covenants of Sections 8 and 9 shall be construed as independent of any other provisions contained in this Agreement and shall be enforceable as aforesaid notwithstanding the existence of any claim or cause of action of the Executive against the Company, whether based on this Agreement or otherwise. In the event that any of the provisions of Sections 8 or 9 hereof should ever be adjudicated to exceed the time, geographic, product/service or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in any such jurisdiction to the maximum time, geographic, product/service or other limitations permitted by applicable law.

11. **COMPLIANCE WITH OTHER AGREEMENTS**

The Executive represents and warrants to the Company that the execution of this Agreement by him and the performance of his obligations hereunder will not, with or without the giving of notice or the passage of time or both, conflict with, result in the breach of any provision of or the termination of, or constitute a default under, any agreement to which the Executive is a party or by which the Executive is or may be bound.

12. **WAIVERS**

The waiver by the Company or the Executive of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

13. **BINDING EFFECT; BENEFITS**

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any corporation or other business organization with which the Company may merge or consolidate or sell all or substantially all of its assets. Insofar as the Executive is concerned, this contract, being personal, cannot be assigned.

14. **NOTICES**

All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to the person to whom such notice is to be given at his or its address set forth below, or such other address for the party as shall be specified by notice given pursuant hereto:

(a) If to the Executive, to him at:

Mr. Coleman Tharpe
c/o Disco Learning Media, Inc.
356 Irving Avenue, Apt. 1A
Brooklyn, NY 11237

and

(b) If to the Company, to it at:

ProBility Media
1517 San Jacinto Street
Houston, Texas 77002
Attention: Mr. Noah I. Davis
President and Chief Operating Officer

15. **MISCELLANEOUS**

(a) This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be changed, modified, extended or terminated except upon written amendment approved by the Board and executed by a duly authorized officer of the Company.

(b) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(c) All questions pertaining to the validity, construction, execution and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles, and each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the County of Harris and State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PROBILITY MEDIA CORPORATION

By: /s/ Noah I. Davis
Noah I. Davis
President and Chief Operating Officer

EXECUTIVE

/s/ Coleman Tharpe
Coleman Tharpe

Position:

Duties & Responsibilities:

AMENDMENT NO. 1 TO SECURITIES PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO SECURITIES PURCHASE AGREEMENT (this "Amendment") is made as of this 19th day of January 2018 (the "Amendment Date"), by and among ProBility Media Corporation, a Nevada corporation (the "Company"), the investors listed on the Schedule of Buyers attached to the Purchase Agreement as defined below (collectively, the "Original Buyers," and together with the Company, the "Original Parties"), and Sky Capital Holdings, LLC, a Texas limited liability company (the "New Buyer").

WITNESSETH:

WHEREAS, the Original Parties entered into a Securities Purchase Agreement, dated as of November 3, 2017 (the "Purchase Agreement"), pursuant to which the Original Buyers agreed to fund the Company through the purchase of Securities, up to an aggregate amount of \$3,000,000 over two Closings, subject to the prior satisfaction of certain closing conditions at each Closing;

WHEREAS, the Original Parties desire to amend and restate Schedule 4(b) of the Purchase Agreement in its entirety as set forth in Exhibit A attached hereto to set forth certain agreed upon use of proceeds; and

WHEREAS, (i) the Original Parties desire to allow the New Buyer to participate in the Second Closing in connection with becoming a party to the Purchase Agreement and (ii) the Original Parties desire to amend the Purchase Agreement to add the New Buyer to the Schedule of Buyers as set forth in Exhibit B attached hereto (the "Amended Schedule of Buyers") and to otherwise reflect the principal amount of Notes, aggregate number of Warrants, and Commitment Shares that all investors shall be entitled to purchase and receive at the Second Closing; and

WHEREAS, Section 9(e) of the Purchase Agreement provides that the provisions of the Purchase Agreement may be amended only with the written consent of the Company and either (i) the holders of at least a majority of the Notes outstanding as of the applicable date of determination which must include Sea Otter as long as Sea Otter (or any of its Affiliates) owns at least five percent (5%) of the Notes issued pursuant to the Purchase Agreement, or (ii) Sea Otter as long as Sea Otter (or any of its Affiliates) owns at least five percent (5%) of the Notes issued pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and mutual covenants set forth herein, sufficiency of which is hereby acknowledged by the Company, the New Buyer and the Original Buyers, the parties hereto agree as follows:

1. Definitions; references; continuation of Purchase Agreement. Unless otherwise specified herein, each term used in this Amendment that is defined in the Purchase Agreement shall have the meaning assigned to such term in the Purchase Agreement. Each reference to "hereof," "hereto," "hereunder," "herein" and "hereby," and each other similar reference, and each reference to "this Agreement" and each other similar reference, contained in the Purchase Agreement shall from and after the date hereof refer to the Purchase Agreement as amended by this Amendment. Except as expressly amended in this Amendment, all terms and provisions of the Purchase Agreement shall continue and remain in full force and effect.

2. Amendment to Section 4(b)(i). The Original Parties desire to amend Section 4(b)(i) of the Purchase Agreement to address the Company entering into two contemplated transactions instead of one, and as such, Section 4(b)(i) of the Purchase Agreement is hereby amended and restated and shall read in its entirety as follows:

The Company shall use the proceeds from the sale of the Securities in the First Closing to fund the Company's working capital. The Company shall use the proceeds from the sale of the Securities in the Second Closing to fund the closing of two contemplated transactions described and set forth on Schedule 4(b) to this Agreement (the "Contemplated Transactions"). The Company shall not use any proceeds from the transactions contemplated by this Agreement, at any time, to repay indebtedness (other than to the Buyers), to lend money, to give credit, or to advance funds to any of its officers, directors, employees, or affiliates, other than as set forth on Schedule 4(b).

3. Amendment to Schedule 4(b). The Original Parties desire to specify certain use of proceeds from the Closings, and as such, Schedule 4(b) of the Purchase Agreement is hereby amended and restated and shall read in its entirety as set forth on Exhibit A attached hereto.

4. Amendment to Schedule of Buyers. The Original Parties desire to include the New Buyer into the Amended Schedule of Buyers and to otherwise revise the principal amount of Notes, Warrants, and Commitment Shares that all investors shall purchase and receive at the Second Closing, and as such, the Schedule of Buyers contained in the Purchase Agreement is hereby amended and restated and shall read in its entirety as set forth on the Amended Schedule of Buyers attached hereto as Exhibit B.

5. Issuance of Commitment Shares; Amendment of Sections 1(a)(iii) and 7(ix). In order to clarify that Commitment Shares shall be issuable to certain Buyers pursuant to the Purchase Agreement at the Second Closing, the last sentence in each of Section 1(a)(iii) and in Section 7(ix) of the Purchase Agreement shall be amended to add "and, as applicable, at the Second Closing" following the words "[a]t the First Closing."

6. Commitment Shares at Second Closing. The number of Commitment Shares issued to the Buyers at the Second Closing shall be as set forth in Column 7 of the Amended Schedule of Buyers attached hereto as Exhibit B.

7. Amortization Payments of New Buyer. With respect to the Note to be issued to the New Buyer at the Second Closing, the Company and the New Buyer agree, and represent and warrant to the Original Buyers, that the amortization schedule of payments to be made by the Company, evidenced by Schedule A to the New Buyer's Note, shall be as set forth on Exhibit C.

8. Joinder of New Buyer. The New Buyer hereby agrees to be bound by and to comply with all of the representations and warranties, covenants and conditions contained in the Purchase Agreement applicable to "Buyers" therein, and the New Buyer shall have all of the related rights and obligations inuring to it as if such New Buyer had executed the Purchase Agreement as a "Buyer" on the original date of the Purchase Agreement. The New Buyer hereby further agrees that this Amendment shall constitute a signature page for such New Buyer with respect to the Purchase Agreement, constituting its agreement to the Purchase Agreement, and the Company and the Original Buyers consent to the joinder of the New Buyer as a party and signatory to the Purchase Agreement.

9. Governing Law; Dispute Resolution. This Amendment shall be governed by and construed in accordance with the laws of the State of New York. The parties hereto agree that the terms set forth in Section 9 of the Purchase Agreement shall be applicable to this Amendment and are hereby incorporated herein.

10. Counterparts. This Amendment may be executed in counterparts, all of which shall be one, and the same, agreement.

[Remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Securities Purchase Agreement as of the Amendment Date.

PROBILITY MEDIA CORPORATION

By: /s/ Evan M. Levine
Evan M. Levine
Chairman and Chief Executive Officer

SBI INVESTMENTS LLC, 2014-1

By: /s/ Jonathan Juchno
Name: Jonathan Juchno
Title: Principal

EMA FINANCIAL, LLC

By: _____
Name:
Title:

CAVALRY FUND I, LP

By: _____
Name:
Title:

VISTA CAPITAL INVESTMENTS, LLC

By: _____
Name:
Title:

SKY CAPITAL HOLDINGS, LLC

By: _____
Name:
Title:

USE OF PROCEEDS

- A. The Company shall use the proceeds from the sale of the Securities in the First Closing to fund the Company's working capital.
- B. The Company shall use the proceeds from the sale of the Securities in the Second Closing to fund the closing of the Contemplated Transactions as set forth below. "Contemplated Transactions" means the following two transactions:
- a. a transaction by and between the Company and NACB Group, Inc., a Florida corporation (" NACB"), whereby the Company shall purchase all of NACB's capital stock, using as consideration \$500,000 of the funds received by the Company at the Second Closing.
 - b. a transaction by and between the Company and Disco Learning Media, Inc., a Texas corporation (" Disco"), whereby the Company shall purchase all of Disco's capital stock, using as consideration \$100,000 of the funds received by the Company at the Second Closing.
- C. The Company shall use up to, and not exceeding, \$177,000 of the funds received by it at the Second Closing for working capital purposes.
- D. The Company shall not use any proceeds from the Closings, at any time, to repay indebtedness (other than to the Buyers), to lend money, to give credit, or to advance funds to any of its officers directors, employees, or affiliates, other than as set forth below:

Recipient/Contracting Party	Amount of to be paid by Company	Maturity/Contracted Payment Date
NACB (Retirement of the following NACB Debt obligations): Bank United Loan #701702	\$150,000	Loan dated March 27, 2015
RK Equity Capital Markets LLC	\$70,000	Amendment Date
Sea Otter Amendment Related Legal Expenses	\$3,000	Amendment Date