.IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CIVIL ACTION

CASE NO:

MELROSE VENTURES, LLC,
INTELLIGENT PAYMENT
PROCESSING INC., and
SHAWN CARDEN,

Plaintiffs,

v.

UPTEMPO MARKETING CORP.,
UPTEMPO SERVICING CORP.,
HANK PAYMENTS CORP.,
METROPOLITAN COMMERCIAL
BANK.

Defendants.
_______________________________/

COMPLAINT FOR INJUNCTIVE RELIEF, DECLARATORY RELIEF, AND DAMAGES

The Plaintiffs, MELROSE VENTURES, LLC (hereinafter referred to as "MELROSE"), INTELLIGENT PAYMENT PROCESSING INC. (hereinafter referred to as "IPPI" and collectively "CREDITOR 1"), and SHAWN CARDEN, by and through their undersigned attorneys and sue the Defendants, UPTEMPO MARKETING CORP. (hereinafter referred to as "UPTEMPO MARKETING"), UPTEMPO SERVICING CORP. (hereinafter referred to as "UPTEMPO SERVICING," HANK PAYMENTS CORP. (hereinafter referred to as "HANK"), and METROPOLITAN COMMERICAL BANK (hereinafter referred to as "MET-BANK"), and in support allege:

Jurisdictional Allegations and Venue

1. This is an action for damages and equitable relief including preliminary, temporary, and permanent injunctive relief from MET-BANK and for return and/or turnover of intangible and tangible assets wrongfully held and retained by UPTEMPO MARKETING and HANK, for a value that exceeds Fifty Thousand Dollars ($50,000.00), exclusive of attorney's fees, costs, and interest.

2. Venue is proper in Orange County, Florida because HANK's principal office and the business assets and property belonging to HANK, that is the subject of this action, are located in Orange County, Florida.

The Parties

3. MELROSE is a Florida Limited Liability Company with its head office located in Naples, Florida.

4. IPPI was a New York corporation with its principal office located in New York, New York, which was wholly owned and merged into MELROSE in 2018. When IPPI is mentioned in this Complaint, it is with the understanding that it remains as an active corporation, which is merged with, and therefore is part and parcel of MELROSE.

5. SHAWN CARDEN is an individual who resides in Orange County, Florida and is *sui juris.*

6. UPTEMPO MARKETING is a Delaware corporation, with its principal office located in the State of New York. UPTEMPO MARKETING was formerly known as Tempo Marketing Corp and the name was changed to UPTEMPO MARKETING CORP in 2018, shortly after UPTEMPO MARKETING's formation. At all times relevant, UPTEMPO MARKETING has conducted business in and continues to conduct business in the State

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of Florida. UPTEMPO MARKETING is one of two subsidiaries of another company, Uptempo, Inc.

7. UPTEMPO SERVICING CORP is the other subsidiary of Uptempo, Inc. It was incorporated in Delaware and its principal place of business is in the State of New York. At all times relevant, UPTEMPO SERVICING CORP. has conducted business in and continues to conduct business in the State of Florida.

8. HANK is a Florida corporation with its principal office located in Maitland, Florida and at all times relevant has conducted business in and continues to conduct business in the State of Florida. It began as an LLC which was wholly owned by SHAWN CARDEN under the name of The Card Collaborative International, LLC

9. MET-BANK is a Banking Corporation which is located in New York, New York, and at all times relevant has conducted business in and continues to conduct business in the State of Florida.

Factual Allegations

10. In 2006, a non-party, Michael Trimarco, co-founded a Limited Liability Company, Intellipayment, LLC. Intellipayment was actively managed by Mr. Trimarco.

11. Intellipayment developed a financial technology business of providing payments/budgeting-services to individuals who purchase motor vehicles and become auto loan consumers. Intellipayment developed proprietary technology to automate and break down a consumer's auto loan payments into smaller, weekly, or bi-weekly payments based on the dates on which the consumers would be paid from their employment. Once sufficient funds had been collected from the consumers, Intellipayment would forward the full monthly payment to the consumers' lenders.

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Furthermore, by utilizing weekly or bi-weekly payment schedules, Intellipayment could generate a full extra payment to put toward the consumers' loans every twelve months which could help the consumers pay off their loans faster. As such, Intellipayment could dramatically assist consumers in improving their on-time auto loan payment performance and overall financial wellness.

12. In or about 2014, it was determined that Intellipayment was subject to regulations in the multi-state money transmission rules and laws. As a result, its owner, Michael Trimarco, searched for a new compliance infrastructure to assure the operation was in compliance with the banking and money transmitter requirements viable in all fifty states. At approximately that time, Mr. Trimarco formed IPPI to satisfy regulatory requirements. Michael Trimarco needed to provide a full consumer balance sheet and transaction history to show that IPPI (formerly Intellipayment) was holding funds in an amount equal to all customer deposits.

13. In order to attain a new compliance infrastructure, on or about August of 2015, Mr. Trimarco met with SHAWN CARDEN and Mr. CARDEN's company, The Card Collaborative International, LLC (hereinafter "TCCI").

14. CARDEN had extensive knowledge of payment systems as well as Federal and State payment regulations as the former head of settlement operations for MasterCard International, NetSpend Corporation and President of a prepaid issuing bank. In 2014, CARDEN had created and was operating TCCI, which had developed a shared services operational platform and worked with pre-paid card issuing banks and processors to design and develop numerous programs and services. Through the use of its model, TCCI took on the role of program manager interfacing directly with the banks

which issued pre-paid cards, card fulfilment providers, processors, and other service providers. This platform was applied to the customers of Intellipayment.

15. After consulting with each other, Michael Trimarco and CARDEN determined that they were each the missing piece which the other needed.

16. On December 22, 2015, Trimarco established a new company, Intelligent Payment Processing Inc. (IPPI) for the purpose of utilizing, facilitating, and financing the new TCCI compliance system as well as the provision of capital. Then, on or about April 2016, IPPI acquired Intellipayment LLC's business and operations, including its customers, technology, and its contracts with financial institutions. As such, beginning in April 2016, IPPI engaged in the financial technology business, providing payment budgeting services in the automotive sector, as described above. The business then ran successfully. Also as of April 2016, TCCI began formally processing payments on behalf of IPPI's customers through its program management agreement with its sponsor bank, TAB, under a new "triparty agreement."

17. Then, in 2018, in an effort to grow and monetize the profitable compliance business and its automated payment budgeting program, Michael Trimarco (owner of IPPI) and SHAWN CARDEN (owner of TCCI) met with a potential investor, Michael Hilmer. The discussions between Hilmer, Trimarco, and CARDEN eventually led to an offer by Hilmer and his investment partner, Jason Ewart to acquire 15% of the assets of IPPI as well as 100% of CARDEN's company TCCI (not just the assets, but the company) and other assets of CARDEN's consulting company; SPC Consulting, LLC and a company also in the auto loan budgeting space that CARDEN had personally acquired through his company SPCC called Equity Advantage Corporation ("EAC").

18. These acquisitions were made through a newly formed Canadian company, Uptempo, Inc.

19. Pursuant to the agreements, after the acquisition of the properties, Trimarco and CARDEN were supposed to each beneficially own a supermajority of Uptempo, Inc. Also, there were to be payments to Trimarco's company, IPPI, of $2 million, and that loan was secured. IPPI was to be the owner of 85% of Uptempo, Inc. Carden was supposed to have received $1.05 million for his interest in TCCI, and CARDEN was supposed to own 10% of Uptempo, Inc. as well as promises of additional ownership interests.

20. The deal, as presented by Hilmer, included the creation of three new companies, Uptempo, Inc. which was to have 2 Delaware subsidiaries: Tempo Marketing Corp. (shortly thereafter changed to "UPTEMPO MARKETING CORP") and Tempo Servicing Corp (shortly thereafter changed to "UPTEMPO SERVICING CORP").

21. Hilmer's plan was that Uptempo, Inc. was to be the owner of the businesses of both UPTEMPO MARKETING (which took over the business of IPPI), and UPTEMPO SERVICING (which took over and owns TCCI and other of CARDEN's assets acquired by UPTEMPO SERVICING). Uptempo, Inc. was then to be listed on the Toronto Exchange in Canada, and IPPI was to own 85% of Uptempo, Inc., which Hilmer had represented was to be a public corporation traded on the Toronto Exchange.

22. There were two different deals made contemporaneously, 1.) one where UPTEMPO MARKETING bought the assets of IPPI for $2 million, and 2.) one where UPTEMPO SERVICING purchased TCCI along with other CARDEN assets for $1.05 million.

IPPI Sale Of Assets to UPTEMPO MARKETING

23. UPTEMPO MARKETING's agreement with IPPI was reduced to writing by way of an Asset Purchase Agreement. Furthermore, UPTEMPO MARKETING issued a Promissory Note and a General Security Agreement, which secured IPPI's assets as collateral to secure UPTEMPO MARKETING's $2 million debt. The said Note is attached hereto and marked as Exhibit "A," and the General Security Agreement is attached hereto and marked as Exhibit "B."

24. UPTEMPO MARKETING agreed to pay $2 million to IPPI for the transfer of all of IPPI's assets, including all of its Intellectual Property, by entering into the Asset Purchase Agreement and the Promissory Note. Additionally, IPPI was to own 85% of the shares of UPTEMPO MARKETING's parent company, Uptempo, Inc. In effect, IPPI sold 15% of its business to UPTEMPO MARKETING for $2 million. In addition, the Purchase Agreement agreed to make Mike Trimarco a permanent member of Uptempo and Uptempo Marketing's board of directors, while at the same time paying Mike Trimarco an ongoing salary, which would be substantially the same as Mike Hilmer's salary.

25. The General Security Agreement contained language in Paragraph 6 and 7 regarding remedies upon default. UPTEMPO MARKETING agreed that in the event of a default, MELROSE shall be appointed as Power of Attorney over UPTEMPO MARKETING. Specifically, Paragraph 7 states:

> Power of Attorney. Debtor irrevocably and unconditionally appoints Secured Party as the attorney-in-fact of Debtor, with full power of substitution and revocation, to take, at the sole option of the Secured Party, in the name and on behalf of the Debtor or otherwise, upon the security interest granted herein becoming enforceable in accordance with Section 6 hereof, each action relating to any of the Collateral that Debtor could

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take. The power of attorney given pursuant to the preceding sentence is coupled with an interest in favor of the Secured Party.

26. On April 30, 2018, IPPI and UPTEMPO MARKETING closed on the transaction.

27. Both IPPI and CARDEN fully performed and transferred all of their assets and intellectual property to UPTEMPO MARKETING and to UPTEMPO SERVICING, respectively.

28. As part of the transaction, IPPI conveyed to UPTEMPO MARKETING, the following assets:

a. Pay-As-You-Go subscription ID: ed231617-66f8-435a-929a-6bc72f85f694 for the Microsoft Azure Server system account
b. Program Reserve Account “IP Reserve Account” *******469 (MCB Account);
c. Program Revenue and Expense “TCCI Revenue Account” *******450
d. Uptempo Marketing Corp: *******458;
e. Uptempo Servicing Corp: *******431;
f. IPPI’s rights to its proceeds - marketing revenues- derived from approximately 46,000 customer accounts and the associated reserves and revenues held in bullets “b” ”through “c.” above.1,000 Client agreements between car dealers and IPPI; and
g. Software integrations with Auto Dealer systems.

29. Pursuant to the General Security Agreement, UPTEMPO MARKETING granted IPPI a continuing, absolute, and unconditional security interest in all the assets defined as Collateral in the General Security Agreement, to secure the payment and

performance obligations on the part of the UPTEMPO MARKETING.

30. Section 1(a) of the General Security Agreement defines collateral as:

> "Collateral" means, collectively, the following assets, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing: (i) all of Debtor's Inventory, Accounts, Equipment, Fixtures, Investment Property, Deposit Accounts, General Intangibles, Documents, Instruments, Chattel Paper, Commercial Tort Claims, Letter-of-Credit Rights, Supporting Obligations, money and other personal property and (ii) all Products and Proceeds of the foregoing

Sale Agreement of TCCI to UPTEMPO SERVICING

31. UPTEMPO SERVICING's purchase of TCCI from CARDEN was consummated in late March or early April of 2018. As inducement for CARDEN to enter into this agreement, Hilmer promised CARDEN (i) $1,050,000.00; (ii) a high-level employment position with Uptempo, Inc.; and (iii) over 2,000,000 shares in Uptempo, Inc.

32. The $1,050,000.00 purchase price for the sale of TCCI was paid by a Promissory Note (the "Note") dated April 30, 2018, from UPTEMPO SERVICING to SHAWN CARDEN. Relevant terms of the Note include monthly installment payments in the amount of $12,500 from UPTEMPO SERVICING to Mr. CARDEN, and a six percent (6%) per year interest rate.

33. Additionally, the Note contains an acceleration clause granting Mr. CARDEN the right and authority to accelerate the entire principal amount of the Note's outstanding balance following Uptempo's failure to make any payment when due within five (5) days following the date that such payment is due. A copy of the Purchase Agreement is attached hereto as Exhibit "C."

34. Regarding the high-level employment position promised to Mr. CARDEN,

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UPTEMPO SERVICING and Mr. CARDEN executed an employment agreement (the "Original Employment Agreement") dated March 29, 2018. See attached hereto as Exhibit “D.” Under the terms of the Original Employment Agreement, Mr. CARDEN was to serve as UPTEMPO SERVICING's Senior Vice-President and Chief Compliance Officer for a five-year term.

35. However, almost immediately after Mr. CARDEN's sale of TCCI, UPTEMPO SERVICING and Hilmer violated the terms of their agreements with Mr. CARDEN by becoming delinquent in their obligations to Mr. CARDEN under the Note and Original Employment Agreement and by cutting Mr. CARDEN’s contractual salary by 20%.

36. On July 31, 2020, Mr. CARDEN and UPTEMPO SERVICING entered into an agreement to restructure the Note and a new Note principal of $974,000 with a term of 5 years; a new interest rate of 9% with a conversion feature in Mr. CARDEN’s control. The parties agreed, and the second CARDEN note is attached hereto and marked as Exhibit “E.”

The Whole Deal Changed Unilaterally
Fraudulent Transfer

37. Following the closing, in mid-2021, Hilmer changed his plans, and instead of using Uptempo, Inc. as the public company on the Toronto Exchange, he converted TCCI from an LLC to an Inc., and changed its name to HANK, which then underwent a going-public transaction with Nobelium Tech Corp. ("Nobelium"). It quickly became apparent that Hilmer was squeezing Trimarco and CARDEN out of the business which they had developed.

38. With the ‘bait and switch,’ from Uptempo, Inc. to HANK going public, Hilmer

was able to control the entire operation which had previously been TCCI and had belonged to IPPI. IPPI had been fraudulently stripped of its security interest. Furthermore, HANK's fraudulent actions violated IPPI's filed UCC-1 liens through an intricate cascade of fraud conducted in Florida.

39. As part of the sale of its business operation, IPPI received its Power of Attorney over UPTEMPO MARKETING, which was supposed to have been the recipient of the assets to run the operation which IPPI had owned.

40. That Power of Attorney, however, now belongs to MELROSE, as IPPI had merged with and become part and parcel of MELROSE.

41. Subsequently, in 2022, it was learned that the assets of UPTEMPO MARKETING had all been transferred to HANK. Therefore, through the aforementioned fraudulent transfers, the Power of Attorney and security interest over UPTEMPO MARKETING are worthless.

42. The bank which had been performing the payment services for IPPI was MET-BANK. It has the accounts of the former customers of IPPI, now the current customers of HANK. MET-BANK has all of the consumer accounts for all of those customers.

43. It is not known for certain as to exactly how UPTEMPO MARKETING effected the fraudulent transfer of the IPPI assets; i.e. whether UPTEMPO MARKETING simply transferred all its rights with MET-BANK to HANK, or whether it retained some control and directed that all payments for providing those customers go to HANK; but one way or another, the assets or the benefit of those assets have all been fraudulently transferred to HANK.

44. MELROSE has attempted to exercise its rights pursuant to its Power of Attorney which it received from UPTEMPO MARKETING, and to direct the stream of revenue toward MELROSE, however MET-BANK refused to honor the Power of Attorney and has stated it will only act to honor such valid Power of Attorney in the event that MELROSE obtained a court order, as MET-BANK did not desire to be the arbiter of the issues between Trimarco, CARDEN, and Hilmer.

45. By UPTEMPO MARKETING transferring its assets to HANK, it did so with the actual intention to hinder, delay, and/or defraud IPPI/MELROSE without IPPI/MELROSE receiving a reasonably equivalent value in exchange for the transfer or obligation to pay MELROSE more than $1.4 million, which it continues to owe to MELROSE and to prevent payment to CARDEN. Coincident with these actions, Uptempo (a) discontinued paying Trimarco for his services in violation of and as guaranteed in the asset purchase agreement and, (b) undertook extensive defamatory actions against Trimarco in public to deny Trimarco's right to access records, ownership, control, and security interests with the intent of coopting HANK's banking partners and subsequent banking regulators into allowing these frauds to continue.

46. By transferring all its assets, UPTEMPO MARKETING and HANK deprived MELROSE of the effectiveness of IPPI/MELROSE's Power of Attorney and the benefit of its Security Agreement over the business operation which it had transferred to UPTEMPO MARKETING.

Further Manipulation of Debt to CARDEN

47. On June 12, 2021, and tangential to the Hank transaction, Mr. CARDEN and UPTEMPO SERVICING executed a Mutual Settlement, Release, and Consolidation

Agreement (the "Consolidation Agreement"), which was then breached. As set forth therein, the purpose of the Consolidation Agreement was to settle UPTEMPO SERVICING's liabilities owed to Mr. CARDEN under both the Note and the Employment Amendment.

48. The Consolidation Agreement recited that, as of June 2021, UPTEMPO SERVICING remained liable to Mr. CARDEN for $1,276,001 CAD under the Note as well as for $117,000 CAD under the Note and Employment Amendment. The Consolidation Agreement's main terms included Mr. CARDEN releasing various claims against UPTEMPO SERVICING in exchange for receiving $42,500 cash and, more importantly, unrestricted, common Uptempo shares which were to have been converted to approximately 6.1 million unrestricted, common shares of HANK according to a schedule.

49. Prior to, but effectively in conjunction with the Consolidation Agreement, Mr. CARDEN and UPTEMPO SERVICING and HANK executed a Unit Purchase Agreement whereby Mr. CARDEN agreed to loan to HANK an additional $300,000.

50. On or near March 30, 2022, Mr. CARDEN and HANK executed yet another set of settlement agreements, that time in the form of a new employment agreement (the “1/2022 Employment Agreement") and a consulting agreement.

51. UPTEMPO SERVICING and HANK, through Mr. Hilmer, have breached each and every agreement entered into with Mr. CARDEN. Moreover, UPTEMPO SERVICING defaulted under the Note by failing to make payments when due.

52. Hilmer, Ewart, and Kapoor intentionally withheld the timely issuance of Mr. CARDEN’s shares of HANK.

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MELROSE

53. In July 2018, IPPI merged with MELROSE.

54. As such, MELROSE became the owner and holder of the Note, and, as such, is entitled to enforce all rights of IPPI. Furthermore, UPTEMPO MARKETING, as well as all related parent companies and subsidiaries, recognized MELROSE's status and rights by way of a "Consent of Sole Shareholder without a Meeting." The Consent is attached hereto and marked as Exhibit "F."

55. During the initial stages, UPTEMPO MARKETING made approximately $600,000.00 worth of payments toward the Note obligation to MELROSE or its predecessor, IPPI.

56. In April 2018, the by-laws of Uptempo, Inc., the parent company of UPTEMPO MARKETING, were changed to unilaterally making it so that Uptempo, Inc.'s Board would not need to be notified in order for its shareholders to transfer stock and sell stock by subscription. This action allowed Uptempo, Inc. to sell or give stock to whomever it wanted, without the company Board of Directors or the government authorities being notified, or even receiving consideration for the shares. All of this occurred without approval from its majority owner, MELROSE. The whole purpose of the plan was to dilute MELROSE's ownership.

57. The changes of the bylaws of Uptempo, Inc. went into effect on July 7, 2018.

58. Due to the changes described above, IPPI/MELROSE, the majority shareholder, was wrongfully denied the ability to exercise its voting rights.

59. In 2019, after learning of these changes, Mr. Trimarco wrote to UPTEMPO MARKETING and Uptempo, Inc. to state his shock and to formally protest these changes.

Yet, Mr. Trimarco was met with great resistance.

60. On October 20, 2019, MELROSE sent a default letter to UPTEMPO, due to:

a. Unpaid tax obligations to relevant governmental authorities; and

b. Past due and unpaid commission payments to creditors/vendors.

61. In January 2020, as a result of assorted defaults by UPTEMPO MARKETING, MELROSE began exercising its rights as a secured party to repossess the Collateral securing Melrose's note.

62. The next month, MELROSE sent a letter to secure its Collateral. However, in an effort to evade, avoid, and frustrate MELROSE's rights and ability to take possession of the Collateral, UPTEMPO MARKETING, without the knowledge or consent of MELROSE, moved all of the assets from UPTEMPO MARKETING to a HANK, and stopped making payment to MELROSE in April of 2020.

63. In response to the default, MELROSE notified UPTEMPO MARKETING on April 8, 2020, of its default by way of failing to make the required payments. A copy of the April 8, 2020, default letter is attached hereto as Exhibit "G."

64. In January of 2021, HANK was formed by Hilmer.

65. Upon information and belief, after the formation of HANK, the officer and director of The Card Collaborative International Corp transferred or caused the transfer of all the collateral being held by The Card Collaborative International Corp to HANK.

66. HANK was set up as part of a shell game to take over the collateral that was subject to the General Security Agreement. This is a blatant act to hide the collateral, which allowed HANK to run a new business operation, which took all of the proceeds from

UPTEMPO MARKETING, and in turn, MELROSE.

67. As of the date of filing this complaint, UPTEMPO MARKETING, as well as HANK, which is now in possession of the assets, has not made a payment towards the Note obligations since April of 2020.

68. HANK operates from a location located at 1800 Pembroke Drive, Ste. 300, Maitland, Florida 32810, and maintains possession, custody and or control of the Collateral to which MELROSE is entitled.

69. HANK currently has in its possession, custody and or control over MELROSE's Collateral, which constitutes substantially all of HANK's operating assets.

70. The Power of Attorney in the General Security Agreement entitles IPPI and MELROSE to make decisions for UPTEMPO MARKETING. As UPTEMPO MARKETING continued to be in possession of the Collateral, IPPI and MELROSE could simply deed the collateral back to IPPI or to MELROSE. This was done on October 31, 2022.

71. Moreover, on October 31, 2022, MELROSE took the actual physical computers and printers, etc. from UPTEMPO MARKETING, armed with the Power of Attorney and moved and transferred its equipment pursuant to the General Security Agreement and the Power of Attorney they entered into or on any premises where any of the collateral was located and, attempted to continue the operation of the business, except that it needs the codes to access the accounts at MCB.

72. Notice was sent to Hilmer demanding that he provide the access codes. However, Hilmer refused to deliver the codes, and the customers of UPTEMPO MARKETING now of MELROSE, are going to be innocent victims, in that their payments will not be made on time if MELROSE is unable to access the accounts of MET-BANK.

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73. Therefore, it has now become necessary for court intervention on an emergency and continuing basis to mandatorily enjoin and require that either, Hilmer, HANK or UPTEMPO MARKETING provide MELROSE with the access codes of the bank accounts of the previous customers of UPTEMPO MARKETING.

74. Despite repeated demand, HANK and UPTEMPO MARKETING have refused to turn back over the assets of MELROSE, as well as the collateral owned by UPTEMPO MARKETING.

75. Furthermore, HANK has continued to take the stream of revenue from UPTEMPOMARKETING and MELROSE.

76. This action seeks damages, but is primarily being brought before this Court, using the principals of equity to enjoin the Defendants from using the assets of the Plaintiffs, to require that the assets' access codes be turned over by the Defendants to the Plaintiffs, including passcodes and other information.

77. Due to the actions of the Defendants, the Plaintiffs have had to hire the undersigned counsel and are now responsible for their attorney's fees and costs expended in order to bring suit.

78. All of the conditions precedent to bringing this lawsuit have been performed or have otherwise been waived.

79. The Plaintiffs were required to retain the undersigned lawyers to prosecute the above styled lawsuit.

Count I - Fraudulent Transfer Under § 726.105(1)(a), Florida Statutes
(Against UPTEMPO MARKETING, UPTEMPO SERVICING, HANK)

80. The Plaintiffs aver all of the allegations raised in Paragraphs 1 through 79,

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above, and incorporate them by reference as though they are fully restated in this count.

81. The Defendants caused the assets of UPTEMPO MARKETING and of UPTEMPTO SERVICING to be transferred to HANK with the actual intent to hinder, delay, and defraud the Plaintiffs.

82. Actual intent is supported by the following facts:

a. The Transfer of the assets from UPTEMPO MARKETING and UPTEMPO SERVICING to HANK were transfers to insiders within the meaning of § 726.105(2)(a) Fla. Stat.

b. HANK retained the ownership of the operation which had belonged to IPPI transferred from the Plaintiffs after the transfer occurred within the meaning of § 726.105(2)(b) Fla. Stat.

c. The transfers to HANK were concealed within the meaning of § 726.105(2)(c), Fla. Stat.

d. Before the transfers to HANK were made, HANK and UPTEMPO MARKETING, were put on notice of the default of the Note via letters sent from Trimarco on October 20, 2019, and April 8, 2020. The Defendants were under the threat of suit within the meaning of § 726.105(2)(d) Fla. Stat.

e. The transfers to HANK with other transfers constituted substantially all of the Plaintiff's assets within the meaning of § 726.105(2)(e), Fla. Stat.

f. The value of the consideration received by the Plaintiffs was not reasonably equivalent to what was received by HANK within the meaning of § 726.105(2)(h) Fla Stat.

g. The transfers occurred after the Note was defaulted on by UPTEMPO

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MARKETING and HANK, therefore the transfer occurred shortly after a substantial debt occurred within the meaning of § 726.105(2)(j) Fla. Stat.

83. The fraudulent transfers of the Plaintiffs' assets to HANK are fraudulent transfers pursuant to § 726, Fla. Stat.

84. The Plaintiffs are damaged as a result of the fraudulent transfers of the Plaintiffs' assets from UPTEMPO MARKETING to HANK.

85. HANK continues to use the Subject Property transferred from UPTEMPO MARKETING but owned by IPPI/MELROSE and the Plaintiffs, for its own benefit.

86. By way of HANK's intentional actions, it has deprived IPPI/MELROSE and the Plaintiffs of the right and benefit of their property. HANK has, with malice, appropriated the property of UPTEMPO MARKETING for its own use, and they are not entitled to retain it.

87. In the absence of immediate injunctive relief, IPPI, and thereby MELROSE and its owners will suffer irreparable damage and harm as there is, and will continue to be, an immediate danger of significant loss and continued harm to IPPI and MELROSE.

88. The Plaintiffs seek injunctive relief, as there are no other adequate remedies at law, and the Plaintiffs are suffering and will continue to suffer irreparable harm if an injunction is not granted.

89. HANK should be stopped from utilizing any of the assets, collateral, and property that they unlawfully stole from IPPI and MELROSE and transferred from UPTEMPO MARKETING to the Card Collaborative to HANK, as to prevent the loss of the Plaintiffs' ability to recuperate those same assets, collateral and/or personal property of the Plaintiffs.

90. As a result of HANK' actions, the Plaintiffs have, and will continue to suffer irreparable harm and injury.

91. The Plaintiffs have no adequate remedy at law, in part because the Defendants' conduct involves the deprivation of the use of the Plaintiffs' property.

92. Also, HANK has converted the assets, collateral and/or personal property from IPPI, MELROSE, and the Plaintiffs for their own use and the Plaintiffs fear that they may not have the ability to retrieve said assets, collateral and/or personal property after, as it is now being utilized for other business ventures by the Defendants.

93. Preliminary and Temporary Injunctive relief should be granted to stop HANK from further utilizing, transferring, comingling, or paying out monies, using the assets, collateral, and/or personal property of the Plaintiffs, to other entities until such time as this matter can be settled.

94. The harm that HANK is doing and will continue to do to the Plaintiffs is irreparable and will cause injuries that the Plaintiffs will sustain unless the injunction sought is obtained.

95. Moreover, the Plaintiffs seek mandatory injunctive relief requiring that HANK be ordered by the Court to turn over the assets, collateral, and personal property that they unlawfully took from the Plaintiffs. Requiring that those assets, collateral, and personal property that were unlawfully taken, be returned to IPPI, MELROSE, and the Plaintiffs pursuant to the General Security Agreement, in which IPPI, MELROSE, and the Plaintiffs are entitled to the collateral that was unlawfully stolen from them by HANK.

96. It is in the public interest to enter immediate preliminary, temporary, and permanent mandatory injunctive relief requiring HANK to turn over all of the property

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which is described above to UPTEMPO MARKETING and thus deliver it to MELROSE. The entry of an injunction will serve to enforce the legal rights of UPTEMPO MARKETING and will promote the public interest by restraining HANK from engaging in such unlawful conduct, and by preventing it from further benefiting from its unlawful conduct.

WHEREFORE, pursuant to Florida Statute § 726.108(1)(c)(1) and (3), Both MELROSE and SHAWN CARDEN seek a preliminary, temporary, and permanent mandatory injunction requiring the Defendants, HANK PAYMENTS CORP. and UPTEMPO MARKETING, its agents, relatives, family members, servants, employees, attorneys or any other person acting in concert with the Defendants or who has received or retained any of the proceeds of the DEFENDANTS' actions who have received actual notice of the injunction from disposing of or secreting any assets of MELROSE and IPPI, to turn over to MELROSE the property.

MELROSE VENTURES, LLC and INTELLIGENT PAYMENT PROCESSING INC. further requests that the Court impose, by preliminary, temporary, and permanent injunctive relief, a constructive trust upon the proceeds of the Defendants' illegal conduct, and order HANK PAYMENTS CORP to return MELROSE VENTURES, LLC and INTELLIGENT PAYMENT PROCESSING INC.'s ill-begotten profits to MELROSE VENTURES, LLC and INTELLIGENT PAYMENT PROCESSING INC., and grant MELROSE VENTURES, LLC and INTELLIGENT PAYMENT PROCESSING INC. such other and further relief which this honorable court may deem just and proper, including an award of attorneys' fees and costs.

MOREOVER, the Plaintiffs respectfully requests that this Court enter judgment against the Defendants, HANK PAYMENT CORP and UPTEMPO MARKETING CORP, that the transfers of funds described herein be voided pursuant to § 726.108(1)(a), Fla Stat., the funds received by Defendants be attached pursuant to § 726.108(1)(b), Fla. Stat., award the Plaintiffs attorneys' fees, interest, and costs incurred in bringing this action, award damages incurred by the Plaintiffs, and for such other and further relief as this Court may deem just and proper.

<u>Count II - Fraudulent Transfer Under § 726.105(1)(b), Florida Statutes</u>
(Against UPTEMPO MARKETING, UPTEMPO SERVICING, HANK)

97. The Plaintiffs aver all of the allegations raised in Paragraphs 1 through 79, above, and incorporate them by reference as though they are fully restated in this count.

98. HANK PAYMENTS was on notice of UPTEMPO MARKETING's default on the Note.

99. As such, the Plaintiffs had substantial reason to expect that a large amount of money would be received due to this default. Without receiving reasonably equivalent value in exchange, the Plaintiffs' assets were transferred to the Defendant, HANK.

100. The transfers from UPTEMPO MARKETING to the Card Collaborative to HANK, as a mediate or subsequent transferee, are voidable pursuant to § 726.105(1)(b) Fla. Stat. because each of the transfers were made without reasonably equivalent value given in exchange for the transfer, and:

101. The transfers by HANK PAYMENTS were made without receiving any reasonably equivalent value in exchange, with the intent and purpose to delay, hinder, and defraud the Plaintiffs.

102. The fraudulent transfers of the Plaintiffs' assets to the Defendants are immediate or mediate fraudulent transfers under § 726, Fla. Stat.

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103. The Plaintiffs are damaged as a result of the fraudulent transfers to the Defendants.

104. The Plaintiffs seek injunctive relief, as there are no other adequate remedies at law, and the Plaintiffs are suffering and will continue to suffer irreparable harm if an injunction is not granted.

105. MET-BANK should be required to provide the codes of the various accounts previously utilized by UPTEMPO MARKETING that are now in or maybe in the name of HANK. Furthermore, MET-BANK should have to create new codes as well as new accounts for IPPI and MELROSE.

106. If MET-BANK does not, the Plaintiffs will continue to suffer irreparable harm and injury as the continuation of operations of the business will be in jeopardy.

107. The Plaintiffs have no adequate remedy at law because MET-BANK has refused to produce the codes of the accounts and change ownership of those accounts to the Plaintiffs.

WHEREFORE, the Plaintiffs respectfully requests that the Court enter a preliminary, temporary permanent and mandatory injunction requiring MET-BANK to provide the codes of the accounts, create new codes for those accounts, create new accounts for the Plaintiffs, move the assets from those accounts in the name of UPTEMPO MARKETING and/or HANK to the new accounts; and enter judgment against HANK PAYMENTS, that the transfers of funds described herein be avoided pursuant to § 726.108(1)(a), Fla Stat., the funds received by Defendants be attached pursuant to § 726.108(1)(b), Fla. Stat., award the Plaintiffs attorneys' fees, interest, and costs incurred in bringing this action, award damages incurred by the Plaintiffs, and for such other and further relied as this

Court may deem just and proper under the circumstances pursuant to § 726.108(c)(3).

Count III– Turnover
(Against UPTEMPO MARKETING, UPTEMPO SERVICING, HANK)

108. The Plaintiffs aver all of the allegations raised in Paragraphs 1 through 79, above, and incorporate them by reference as though they are fully restated in this count.

109. HANK PAYMENTS continues to exert control over the Plaintiffs' assets inconsistent with the General Security Agreement and have wrongfully deprived the Plaintiffs of their property.

110. The Plaintiffs demand and pray that this Honorable Court order HANK PAYMENTS to turn over the property to the Plaintiffs.

WHEREFORE, the Plaintiffs hereby demand judgment against the Defendants for damages, interest, together with reasonably attorneys' fees, costs of suit and such other and further relief as this court may deem just and proper under the circumstances.

Count IV – Declaratory Relief
(Against UPTEMPO MARKETING, UPTEMPO SERVICING, HANK, MET-BANK)

111. The Plaintiffs aver all of the allegations raised in Paragraphs 1 through 79, above, and incorporate them by reference as though they are fully restated herein.

112. This count is brought under Florida's Declaratory Judgment Statute, Florida Statutes § 86.011 *et. seq.* and this Court has jurisdiction pursuant thereto.

113. The Defendants have repeatedly refused to comply with Section 7 of the General Security Agreement, and as such, denied the Plaintiffs the ability to act pursuant as Power of Attorney. Previously attached hereto as Exhibit "B."

114. The reasons upon which the Defendants rely upon to fail to recognize the Plaintiffs' right to act as Attorney in Fact over UPTEMPO MARKETING, which is now

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operating as HANK, are unclear, leading to a dispute between the parties as to the Plaintiffs' rights pursuant to Section 7 of the General Security Agreement.

115. Given the Defendants position regarding the Plaintiffs right to act as Attorney in Fact pursuant to the General Security Agreement, the Plaintiffs are in doubt or are uncertain regarding their rights.

116. As a result of the foregoing present and ascertainable conflicting positions of the parties, there is a bona fide, actual, practical controversy between the parties which requires judicial interpretation as to whether the Plaintiffs are empowered to act as Attorney in Fact, and accordingly the Plaintiffs seek a declaration as to the Plaintiffs' rights relative to the Power of Attorney granted in Section 7 of the General Security Agreement.

117. The purpose of this action for declaratory relief is to obtain a judicial interpretation of the General Security Agreement, as applied to the facts involved, which will determine the Plaintiff's right to enforce the agreement. Without such a decree, the Plaintiffs are unable to obtain the property that is rightfully theirs.

118. As a result of the Defendants' actions, the Plaintiffs were forced to retain the undersigned attorneys for the prosecution of this action and are entitled to an award of costs pursuant to Florida Statute § 86.081.

WHEREFORE, the Plaintiffs request this Honorable Court to enter a declaratory judgment declaring that under the General Security Agreement, the Plaintiffs have the right to enforce Section 7 and transfer the property back to themselves from UPTEMPO MARKETING, or the any assets which were transferred, without consent or approval, over to HANK, award the Plaintiffs their attorneys' fees and costs and provide and such further relief as this Honorable Court may deem just and proper.

Count V – Damages Promissory Note

(CARDEN Against UPTEMPO MARKETING, UPTEMPO SERVICING, HANK)

119. The Plaintiff, SHAWN CARDEN avers all of the allegations raised in Paragraphs 1 through 79, above, and incorporates them by reference as though they are fully restated herein.

120. The facts above demonstrate that Mr. Carden is entitled to recover against UPTEMPO, INC, for breach of the Promissory Note.

121. Specifically, the facts show that there was a valid and enforceable existing written Promissory Note between Mr. CARDEN whereby HANK agreed, among other things, to pay Mr. Carden.

122. Despite their meeting of the minds, UPTEMPO SERVICING has refused and/ or failed to fulfill their contractual obligations to Mr. Carden by failing to adhere to the Note's payment schedule.

WHEREFORE, as a result of UPTEMPO SERVICING's breach, Mr. CARDEN has suffered economic damages to the extent of the amount which the Defendants, UPTEMPO SERVICING and HANK owe on the Promissory Note, costs, attorneys fees, interest and such further and other relief as this Honorable Court may deem just and proper.

Demand for Jury Trial

The Plaintiffs hereby request a Jury Trial on any and all issues triable by a Jury.

Dated April 21, 2023.

DESIGNATION OF EMAIL ADDRESS(ES) FOR SERVICE

(Pursuant to Rule 2.516 Fla. R. Jud. Admin.)

The undersigned attorneys of The Ticktin Law Group, PLLC, hereby designate the following Email Address(es) for service in the above styled matter. Service shall be complete upon emailing to the following email address(es) in this Designation, provided that the provisions of Rule 2.516 are followed.

Serv512@LegalBrains.com, **Serv513@LegalBrains.com** and

Serv522@LegalBrains.com

SERVICE IS TO BE MADE TO EACH AND EVERY EMAIL ADDRESS LISTED IN THIS DESIGNATION AND TO NO OTHERS.

THE TICKTIN LAW GROUP
270 SW Natura Ave
Deerfield Beach, Florida 33441-1610
Telephone: (954) 570-6757

_/S/ Peter Ticktin________
PETER TICKTIN
Florida Bar No. 887935
JAMIE ALAN SASSON
Florida Bar No. 10802
GABRIELLE WRIGHT
Florida Bar No. 1031883

EXHIBIT A

PROMISSORY NOTE

Amount: U.S.$2,000,000.00

Date: April 30, 2018

This Promissory Note (this "Note") is issued pursuant to that certain Asset Purchase Agreement (to which reference is hereby made for a complete description of the terms and conditions of the indebtedness evidenced by this Note), dated as of April 12, 2018 (the "Asset Purchase Agreement"), by and among, *inter alia*, **TEMPO MARKETING CORP.**, a Delaware corporation ("Maker") and **INTELLIGENT PAYMENT PROCESSING INC.**, a New York corporation ("Holder"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

For value received, the receipt of which is hereby acknowledged, Maker promises to pay to Holder at such place as Holder may from time to time designate in writing, the principal sum of Two Million U.S. Dollars ($2,000,000.00) as adjusted from time to time pursuant to the provisions of the Asset Purchase Agreement (the "Principal Amount"), payable in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement, subject in all respects to adjustment as described herein and therein.

1. **Indemnification Offset.** Without prejudice to any other remedies, Maker shall be entitled at any time and from time to time to set off and apply any amounts owing to Holder under this Note against (i) any and all of Holder's payment obligations in respect of any of Holder's indemnification obligations under Article X of the Asset Purchase Agreement (ii) any consideration adjustment under Section 3.3 of the Asset Purchase Agreement. No portion of any payment obligation of Maker under this Note, in the aggregate, equal to or less than the aggregate amount of any claim for indemnification by Maker under the Asset Purchase Agreement shall be due and payable until the amount of such claim for indemnification has been finally determined or withdrawn.

2. **Payments Terms.**

   A. **Payment of Principal.** The Principal Amount will be paid by Maker in such amounts and on such dates as follows: (i) $200,000 on the date that is 90 days following the date hereof; and (ii) $100,000 on the date that is 90 days following the date of the first payment hereunder, and on each date that is 90 days following the previous payment date until the Principal Amount and all accrued interest under this Note are paid in full. The payments of the Principal Amount hereunder may be adjusted from time to time pursuant to the Asset Purchase Agreement.

   B. **Interest.** The Principal Amount, as may be adjusted from time to time, will bear interest at a rate of 6% per year. All accrued and unpaid interest will be paid by Maker on a monthly basis, beginning with the first payment of interest on the 5th day of May 2018, and on the 5th day of each month thereafter until the Principal Amount is paid in full.

C. **Prepayment.** Maker may prepay this Note in whole or in part at any time. Any partial prepayment of this Note shall be applied to the principal sum owing under this Note and not to any accrued and unpaid interest.

3. **Security.** All of the obligations of Maker under this note shall be secured by a by a security agreement over all of the assets and property of Maker, executed by maker in favor of Holder on the date hereof.

4. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default":

   i. the failure of Maker to make any payment when due hereunder within five (5) days following the date that such payment is due;

   ii. the inability of Maker to pay its debts as they mature;

   iii. the filing of any petition for relief by or against Maker under any provision of Title 11 of the United States Code, as amended, or under any other federal or state statute relating to bankruptcy, insolvency or composition or adjustment of assets which in the case of any petition filed against Maker is not dismissed within 60 days;

   iv. an application for the appointment of a receiver or custodian for, the making of a general assignment for the benefit of creditors by, or the insolvency of Maker; or

   v. the cessation of business or dissolution of Maker

   Upon an Event of Default, Holder shall have the right to declare the entire Principal Amount outstanding on this Note to be due and payable within thirty (30) days of notice being delivered to Maker.

5. **Remedies Not Exclusive.** The remedies of Holder as provided herein and in any other documents governing or securing repayment hereof, and any other remedies available under applicable law, shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall arise.

6. **Costs of Collection.** If any payment required to be made under this Note is not paid when due, and an Event of Default occurs as a result, Maker hereby agrees to pay all reasonable costs of collection, including reasonable attorneys' fees, incurred by Holder, whether or not suit is filed thereon.

7. **Applicable Law, Jurisdiction, Venue and Jury Waiver.** This Note is governed by, and will be interpreted and enforced in accordance with, the laws of the New York (without regard to conflicts of laws principles). Each party to this Note, for himself, herself, itself and his, her, or its affiliates, hereby irrevocably and

unconditionally: (i) agrees that any suit, action or proceeding arising out of or relating to this Note shall be instituted and defended only in a state or federal court in the State of New York; and (ii) consents and submits to the jurisdiction of such courts and waives any objection of *forum non conviens.* **THE PARTIES EXPRESSLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL.**

8. **Waiver of Presentment, Notice of Dishonor, Demand and Protest.** Subject to the offset provisions set forth in Section 1 of this Note, the Maker of this Note (a) consents and agrees to be bound by and comply with all promises, covenants, agreements, and provisions of this Note, and promises absolutely and unconditionally to pay the Principal Amount as adjusted from time to time in accordance with the provisions of the Asset Purchase Agreement, when due, whether at maturity, by acceleration, or otherwise; (b) agrees to pay reasonable costs and reasonable attorneys' fees, if applicable, as set forth above; (c) waives protest, notice of dishonor, and notice of nonpayment or the performance of the obligations under this Note; and (d) waives the right to require the Holder to proceed against any other person or pursue any other remedy before proceeding against Maker.

9. **No Waiver by Holder.** Holder shall not be deemed, by any act or omission or commission, to have waived any of its rights or remedies, under this Note, unless the waiver is in writing and signed by the Holder, and then only to the extent specifically set forth in writing. A waiver in one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in a subsequent event.

10. **Transfer.** Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by Maker or the Holder without the prior written consent of the other party; provided, that Maker may assign its rights, interests and obligations hereunder to any affiliate, but notwithstanding any such assignment, Maker will remain liable under this Note.

11. **Notices.** Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered pursuant to the provisions of Section 13.11 of the Asset Purchase Agreement. Any party hereto may by notice so given change its address for future notice hereunder.

12. **Limits on Adjustment.** Notwithstanding anything to the contrary herein, in no event will the Principal Amount hereof be reduced below zero.

13. **Guarantee.** All of Maker's payment obligations under this Note shall be unconditionally guaranteed by its parent company, Uptempo Inc. (formerly 10588164 Canada Corp.), a corporation incorporated pursuant to the federal laws of Canada.

14. **Binding; Partial Invalidity**. This Note shall be binding upon Maker and its successors and assigns and shall inure to the benefit of the Holder and its successors and assigns. If any provision or any word, term, clause or part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note and of the provision shall not be affected and shall remain in full force and effect.

[Signatures follow on next page]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first set forth above.

TEMPO MARKETING CORP.

By: ______________________
Name: Michael Helmer
Title: Director

ACKNOWLEDGED AND ACCEPTED BY:

UPTEMPO INC.

By: ______________________
Name: Michael Helmer
Title: Director

EXHIBIT B

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 30th day of April, 2018, between **TEMPO MARKETING CORP.**, a Delaware corporation having an address at 200 Vesey Street, 24th Floor New York NY 10281 ("Debtor") and **INTELLIGENT PAYMENT PROCESSING INC.**, a New York corporation having an address at 200 Vesey Street, 24th Floor New York NY 10281 ("Secured Party").

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Debtor agrees with Secured Party as follows:

1. **Certain Definitions.** In this Agreement

(a) "*Collateral*" means, collectively, the following assets, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing: (i) all of Debtor's Inventory, Accounts, Equipment, Fixtures, Investment Property, Deposit Accounts, General Intangibles, Documents, Instruments, Chattel Paper, Commercial Tort Claims, Letter-of-Credit Rights, Supporting Obligations, money and other personal property and (ii) all Products and Proceeds of the foregoing.

(b) "*Loan Agreement*" means the Promissory Note, from Debtor to Secured Party, dated the date of this Agreement, as amended or amended and restated from time to time;

(c) "*Event of Default*" means the occurrence or existence of any of the following: (i) an Event of Default (as defined in the Loan Agreement) (ii) subject to Section 1(c)(i), a failure of the Debtor to perform or comply with any of the Obligations or to pay such Obligations when due.

(d) "*Obligations*" means: (i) all of Debtor's present and future monetary and other obligations to Secured Party under this Agreement or the Loan Agreement and (ii) all of the foregoing obligations that arise after the filing of a petition by or against Debtor under any bankruptcy, insolvency or similar law, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

(e) "*Person*" means (i) any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated association, government or political subdivision, (ii) any court, agency or other governmental body or (iii) any other entity, body, organization or group.

(f) "*Schedule*" means the Schedule attached to and made a part of this Agreement.

(g) "*UCC*" means the Uniform Commercial Code as in effect from time to time in the State of New York. Any capitalized or other term defined or used in the UCC and not defined in this Agreement has the meaning given to such term in the UCC.

2. **Grant of Security Interest.** Debtor hereby grants to Secured Party a continuing, absolute and unconditional security interest in the Collateral to secure the payment and performance of the Obligations.

3. **Certain Covenants and Rights Concerning the Collateral.**

(a) *Inspection and Verification.* Secured Party may inspect any of the Collateral in Debtor's possession at any time during normal business hours, or at any other time; provided that if no Event of Default shall have occurred and be continuing, (i) the Debtor shall be given at least 2 business days prior written notice of such request and (ii) no more than 2 such inspections shall be permitted in any calendar year. Upon the occurrence and during the continuance of an Event of Default, Secured Party may verify any of the Collateral not in Debtor's possession in any manner or through any medium, whether directly with any Person obligated with respect thereto or in the name of Debtor or otherwise.

(b) *Taxes; Defense of Collateral.* Debtor will (i) before the end of any applicable grace period, pay each tax, assessment, fee and charge imposed at any time by any government or political subdivision upon any of the Collateral or the acquisition, ownership, possession, use, operation or sale or other disposition thereof and (ii) defend the Collateral against each demand, claim, counterclaim, setoff and defense asserted at any time by any Person.

(c) *Obligations Relating to Collateral.*

(i) *Risk of Loss.* Debtor has the risk of loss of the Collateral.

(ii) *No Collection Obligation.* Secured Party has no duty to preserve any rights relating to the Collateral.

(iii) *No Assignment of Obligations.* This Agreement does not constitute any assignment by Debtor to Secured Party of any obligation of Debtor relating to any of the Collateral or otherwise and Debtor will at all times remain obligated to perform each such obligation.

(d) *Third Party Waivers.* If any of the Collateral is at any time located on premises in which Person other than Debtor has any interest (whether such Person is an owner, mortgagee or landlord), Debtor will, upon any request by Secured Party, obtain and deliver to Secured Party a waiver executed by such Person, in form and substance satisfactory to Secured Party.

(e) *Debtor's Other Covenants.* Debtor (i) will preserve its existence, (ii) will not, in one transaction or a series of related transactions, participate in any merger, consolidation or similar transaction, or sell or otherwise transfer any of its assets, if such merger, consolidation or similar transaction, or transfer, has the effect of materially and adversely affecting the Collateral or its value or its existence, or impairs or materially and adversely affects Debtor's ability to meet existing and future Obligations, (iii) will not change the state of its incorporation or organization, (iv) will not, without the prior written consent of the Secured Party not to be unreasonably withheld, change the location of any of the Collateral, (v) will not, change its legal name or business structure without notifying the Secured Party in writing, (vi) will conduct its business and use and maintain the Collateral in compliance with this Agreement and in material compliance with all applicable laws, (vii) will maintain all-risk property insurance covering its assets reasonably satisfactory to Secured Party, naming Secured Party as lender's loss payee or the equivalent and entitling Secured Party to at least 30 days' prior written notice of policy cancellation or non-renewal, and provide evidence of such insurance to Secured Party upon request and (viii) will immediately notify Secured Party in writing of (A) any loss, theft or destruction of or damage to, or any demand, claim, counterclaim, setoff or defense affecting, any of the Collateral,(B) any change regarding any information contained in Section 4 hereof or in the Schedule and (C) the occurrence or existence of any Event of Default.

4. **Debtor's Representations and Warranties.** Debtor represents and warrants that:

(a) *Authority.* The execution, delivery to Secured Party and performance of this Agreement by Debtor (i) do not and will not violate applicable law, any judgment or order of any court, agency or other governmental body by which Debtor is bound or, if Debtor is not an individual, any certificate or articles of incorporation or organization, by-laws, operating or partnership agreement or other charter, organizational or other governing document of Debtor or any resolution or other action of record of any shareholders, directors, members, managers or partners of Debtor, (ii) do not and will not violate or constitute any default under any agreement, instrument or other document by which Debtor is bound, (iii) are and will be in furtherance of the purposes and within the power and authority of Debtor and (iv) do not and will not require any authorization of, notice to or other act by or relating to any Person that has not been duly obtained, given or done and is not in full force and effect.

(b) *Certain Debtor Information.*

(i) The mailing address of Debtor's principal office is the address identified in the Schedule,

(ii) The type of Debtor's business structure is identified in the Schedule,

(iii) Debtor's state of incorporation or organization is the state identified in the Schedule,

(iv) Debtor's exact legal name is as set forth in the first paragraph of this Agreement, and any prior legal name used by Debtor within the last year is identified in the Schedule.

(v) Any Deposit Account of Debtor is described in the Schedule.

(vi) Debtor has no registered trademarks, copyrights or patents or commercial tort claims.

(c) *Title to and Transfer of Collateral.* Debtor has rights in and the power to transfer the Collateral and its title to the Collateral is free of all adverse claims, liens, security interests and restrictions on transfer or pledge except as disclosed in the Schedule to this Agreement and except as created or permitted by, or provided for in, this Agreement.

(d) *Location of Collateral.* All Goods included in the Collateral are and will be maintained solely at the location or locations listed in the Schedule and the information contained in the Schedule with respect to each such location is complete and accurate.

(e) *Business Purpose.* Any existing Obligations have been and any future Obligations will be incurred solely for business or commercial purposes.

5. **Costs.** Debtor will pay to Secured Party on demand, and indemnify Secured Party on demand for, all reasonable costs incurred at any time by Secured Party in endeavoring to enforce any of its rights or remedies or any of Debtor's obligations hereunder, including (a) costs relating to the perfection or protection of the security interest granted herein or to the payment or performance by Secured Party, at its sole option, of any of Debtor's obligations hereunder that Debtor fails to timely pay or perform, (b) costs of foreclosure and other enforcement actions, (c) costs of obtaining money damages or other relief and (d) the reasonable fees and disbursements of attorneys employed by Secured Party for any purpose related to this Agreement or the Obligations, including consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or other enforcement actions. After any demand for the payment of, or indemnification for, any cost, Debtor will pay interest on the portion of the cost remaining unpaid at an annual rate equal to the highest rate permitted by the Loan Agreement.

6. **Remedies Upon Default.**

(a) *General.* Upon or after the occurrence of any Event of Default and the expiry of all cure periods, notice periods, and grace periods set out herein and in the Loan Agreement, Secured Party may pursue any right or remedy available at law (including those available under the provisions of the UCC) or in equity to collect, enforce or satisfy any of the Obligations then owing, whether by acceleration or otherwise, or then otherwise outstanding. If any Event of Default described in clause (v) of Section 1(c) hereof occurs, all of the Obligations then remaining unpaid will automatically become immediately due.

(b) *Concurrent Remedies.* Without limiting the generality of Section 6(a) hereof, upon or after the occurrence of any Event of Default and the expiry of all cure periods, notice periods, and grace periods set out herein and in the Loan Agreement, Secured Party has the right to pursue any of the following remedies separately, successively or concurrently: (i) to declare all or any portion of the Obligations remaining unpaid to be immediately due, (ii) to file suit and obtain judgment and, in conjunction with any action, Secured Party may seek any ancillary remedies available under applicable law, including levy of attachment and garnishment, (iii) to enforce Debtor's rights against Account Debtors and other obligors with respect to any Collateral and to instruct such Persons to pay all amounts owing by them directly to Secured Party, (iv) to take possession of any of the Collateral if not already in its possession without demand and without legal process, and Debtor grants to Secured Party the right, for this purpose, to enter into or on any premises where any of the Collateral may be located and, upon Secured Party's demand, Debtor will assemble and make the Collateral available to Secured Party as it directs, and (v) with or without taking possession, to sell, lease or otherwise dispose of any of the Collateral at public or private sale in accordance with the UCC.

7. *Power of Attorney*. Debtor irrevocably and unconditionally appoints Secured Party as the attorney-in-fact of Debtor, with full power of substitution and revocation, to take, at the sole option of Secured Party, in the name and on behalf of Debtor or otherwise, upon the security interest granted herein becoming enforceable in accordance with Section 6 hereof, each action relating to any of the Collateral that Debtor could take. The power of attorney given pursuant to the preceding sentence is coupled with an interest in favor of Secured Party.

8. *Sale of Collateral consisting of Securities*. If the Collateral includes any security (whether Investment Property or a General Intangible) that might be required to be registered pursuant to applicable law (including, but not limited to, the Securities Act of 1933) before being permitted to be sold or otherwise disposed of, or offered for sale or other disposition, by Secured Party, and Secured Party opts for any sale or other disposition of such security without such registration, (a Secured Party is not obligated to delay such sale or other disposition to permit such registration, and (b) in order to comply with such law, Secured Party has the right to restrict the prospective purchasers in such sale or other disposition (including, but not limited to, restricting such prospective purchasers to Persons meeting specified requirements as to financial sophistication or intent to purchase for investment and not with a view to sale or other disposition), restrict the terms of such sale or other disposition (including, but not limited to, restricting future sales and other dispositions) and impose other restrictions on any aspect of such sale or other disposition (including, but not limited to, the advertising or conduct thereof).

9. *Standards for Sale or Other Disposition in Commercially Reasonable Manner*. If, after the security interest granted herein becomes enforceable in accordance with Section 6 hereof, Secured Party opts for any sale or other disposition of any portion of the Collateral, whether or not such portion of the Collateral is of a specialized nature, (a) no restriction on the prospective purchasers in such sale or other disposition (including, but not limited to, a restriction of such prospective purchasers to Persons meeting specified requirements as to financial sophistication or intent to purchase for investment and not with a view to sale or other disposition), restriction on the terms of such sale or other disposition (including, but not limited to, restricting future sales and other dispositions) or other restriction on any aspect of such sale or other disposition (including, but not limited to, the advertising or conduct thereof) imposed by Secured Party in order to comply with applicable law (including, but not limited to, the Securities Act of 1933) will be a factor in determining such sale or other disposition to have been made in other than a commercially reasonable manner, and (b) without limiting any other act, omission or other thing that will not be considered in determining such sale or other disposition to have been made in other than a commercially reasonable manner, such sale or other disposition will not be determined to have been made in other than a commercially reasonable manner by reason of (i) Secured Party having obtained any insurance, credit enhancement or other protection to insure it against or reduce loss, or to provide it a guaranteed return, in connection with such sale or other disposition, (ii) such sale or other disposition having been advertised in a medium of general or limited circulation, (iii) such sale or other disposition not being made at the time and place therefor specified in any notice thereof provided that the adjournment thereof is announced at such specified time and place or a time and place announced at any adjournment thereof, (iv) such sale or other disposition being a public or private sale or other disposition, (v) such sale or other disposition being made in a wholesale or retail market, with or without any warranty, with or without any assistance of any auctioneer, consultant, broker, investment banker or other professional or with or without contacting any Person in the same business as Debtor to determine its interest in acquiring such portion of the Collateral, (vi) the exercise by Secured Party of, or the failure by Secured Party to exercise, any collection remedy against any Person (obligated with respect to such portion of the Collateral, (vii) such sale or other disposition involving the sale or other disposition of such portion of the Collateral either for future delivery or for future payment without retention by Secured Party until such future payment and the failure of such future delivery or such future payment to occur, (viii) the failure of Secured Party to remove any lien or encumbrance on or adverse claim to such portion of the Collateral or (ix) the failure of Secured Party, except to the extent required by applicable law, to obtain any consent of any Person required for such sale or other disposition.

10. **General.**

(a) *Cumulative Effect.* All rights and remedies of Secured Party under this Agreement are cumulative and no such right or remedy is exclusive of any other such right or remedy. This Agreement does not modify or terminate any other agreement, instrument or other document binding upon Debtor or other Person in favor of Secured Party.

(b) *Filing of Financing Statements.* Debtor authorizes Secured Party to file one or more financing statements describing the Collateral in any jurisdiction deemed necessary or desirable by Secured Party at its sole option, and, without limiting the foregoing, authorizes Secured Party to use terms such as "All assets" or "All personal property and fixtures" to describe the Collateral.

(c) *Notices.* Any notice or other communication required or permitted hereunder must be in writing and is sufficiently given if given in accordance with the requirements of the Loan Agreement. Each requirement under applicable law of reasonable notice of any event by Secured Party to Debtor will be deemed to have been met if the notice is given at least ten (10) days before the date on or after which the event is to occur.

(d) *No Assignments by Debtor.* Debtor will not assign, any of Debtor's rights, interests or obligations under this Agreement or in respect of the Obligations without the prior written consent of the Secured Party. Any assignment in violation of this Agreement will be void.

(e) *Secured Party Assignments.* Secured Party may assign or grant participation in any of its rights, interests and obligations under this Agreement or in respect of the Obligations with the prior written consent of the Debtor, not to be unreasonably withheld. If an assignment is made in accordance with this Section 10(e), Debtor will render performance as required to the assignee. Debtor waives, and will not assert against any permitted assignee, any claim, defense or setoff that Debtor could assert against Secured Party except defenses that cannot be waived.

(f) *Severability.* If any provision of this Agreement is found to be void, invalid or unenforceable by a court of competent jurisdiction, that finding will only affect the provisions found to be void, invalid or unenforceable and will not affect the remaining provisions of this Agreement.

(g) *Binding Effect.* This Agreement binds Debtor, all other Persons who or that become bound as a debtor hereto and the legal representatives, successors and assignees of Debtor and all other such Persons and inures to the benefit of and is enforceable by Secured Party and the legal representatives, successors and assignees of Secured Party.

(h) *Headings.* Section headings used in this Agreement are for convenience only. They are not a part of this Agreement and will not be used in construing it.

(i) *Governing Law.* This Agreement is governed by, and will be construed, interpreted and enforced in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.

(j) *Rules of Construction.* In this Agreement, (i) no reference to "Proceeds" authorizes any sale, transfer or other disposition of the Collateral by Debtor except as otherwise provided herein, (ii) "includes" and "including" are not limiting, (iii) "or" is not exclusive, (iv) "all" includes "any" and "any" includes "all," (v) any gender includes any other gender, as the context may require, and (vi) the terms "hereby," "hereof," "herein," "hereunder" and similar terms refer to this Agreement and not to any particular provision of it.

(k) *Integration and Modifications.* This Agreement and the Loan Agreement (including the asset purchase agreement referenced therein) constitute the entire agreement of Debtor and Secured Party concerning its subject matter. Any modification to this Agreement must be made in writing and signed by Debtor and Secured Party.

(l) *Termination.* This Agreement will remain in full force and effect until and will terminate only upon (i) the final and indefeasible payment and performance in full of the Obligations.

(m) *Further Assurances.* Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence, perfect or protect the security interest granted herein or to otherwise effectuate any of the rights or remedies granted to Secured Party hereby. Debtor will furnish to Secured Party a description, in form and content satisfactory to Secured Party, of any Commercial Tort Claim hereafter acquired by Debtor as soon as such Commercial Tort Claim arises. Any such Commercial Tort Claim constitutes part of the Collateral. Secured Party may attach any such description of any Commercial Tort Claim to this Agreement, and such description will form part of the Schedule.

(n) ***CONSENT TO JURISDICTION.*** **DEBTOR CONSENTS IN EACH ACTION OR OTHER LEGAL PROCEEDING COMMENCED BY SECURED PARTY ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, THE OBLIGATIONS OR THE COLLATERAL TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF NEW YORK, WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT SERVICE OF PROCESS MAY BE EFFECTED BY SECURED PARTY BY REGISTERED MAIL TO DEBTOR AT THE ADDRESS SET FORTH AT THE BEGINNING OF THIS AGREEMENT OR IN ANY MANNER ALLOWED BY THE STATE OF NEW YORK OR THE FEDERAL LAWS OF THE UNITED STATES. DEBTOR WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR OTHER LEGAL PROCEEDING.**

(o) ***WAIVER OF TRIAL BY JURY.*** **DEBTOR WAIVES EACH RIGHT DEBTOR MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER BASED ON ANY CONTRACT OR NEGLIGENT, INTENTIONAL OR OTHER TORT OR OTHERWISE, ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, THE OBLIGATIONS OR THE COLLATERAL.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed by its duly authorized representative and delivered to Secured Party as of the date and year first above written.

Debtor : **TEMPO MARKETING CORP.**

By:________________________

Name: Michael Hilmer.

Title: Director

[Signature Page of General Security Agreement]

SCHEDULE

To

General Security Agreement

A. Section 4(b) Certain Debtor Information:

(i) Mailing address of Debtor's principal office:

200 Vesey Street, 24th Floor New York NY 10281

(ii) Type of Debtor's business structure: corporation

(iii) Debtor's state of incorporation or organization: Delaware

(iv) List each prior legal name used by Debtor within the last year:

(v) Location of Collateral: 200 Vesey Street, 24th Floor New York NY 10281

(vi) Deposit Accounts:

(vii) Registered trademarks, patents and copyrights:

(viii) Commercial tort claims:

B. Section 4(c) Title to and Transfer of Collateral.:

(i) Permitted claims, liens, security interests and restrictions on transfer:

All liens, security interests, claims and restrictions on transfer that are disclosed in the Disclosure Schedules to the Asset Purchase Agreement dated April 12, 2018 among the Debtor, the Secured Party, UpTempo Inc. (formerly 10588164 Canada Corp.), Michael Trimarco and Melrose Ventures LLC, including in particular those Liens set out on Schedule 4.3 of such Disclosure Schedules.

EXHIBIT C

LIMITED LIABILITY COMPANY PURCHASE AGREEMENT

by and among

THE CARD COLLABORATIVE INTERNATIONAL, LLC,

THE MEMBERS

of

THE CARD COLLABORATIVE INTERNATIONAL, LLC,

SHAWN PATRICK CARDEN,
(As the Seller's Representative)

10588164 CANADA CORP.

and

TEMPO SERVICING CORP.

Dated as of April 12, 2018

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EXHIBITS

SHARE PURCHASE AGREEMENT

This LIMITED LIABILITY COMPANY PURCHASE AGREEMENT (this "Agreement"), dated as of April 12, 2018 (the "Effective Date"), is made by and among The Card Collaborative International, LLC, a Florida limited liability company (the "Company"), the members of the Company listed on the signature page hereto (the "Sellers" and each a "Seller"), Shawn Patrick Carden ("Seller's Representative"), Tempo Servicing Corp., a corporation incorporated pursuant to the laws of the State of Delaware ("Subco") and 10588164 Canada Corp., a corporation incorporated under the laws of Canada ("Parent").

RECITALS

A. The Sellers, collectively own, beneficially and of record, 1,000,000 units of the Company, being all of the Units (as defined in the TCCI Operating Agreement) of ownership in the Company and all other Equity Securities and other ownership interests in the Company, as applicable (the "Units"), all in accordance with and subject to the terms of the TCCI Operating Agreement entered into by the members of the Company, attached hereto as Exhibit "A" (the "TCCI Operating Agreement");

B. The Company is engaged in the business of a shared services organization assuming the role of program manager engaging directly with issuing banks, processors, and various other prepaid card fulfillment providers. (the "Business");

C. The Parent owns 100% of the issued and outstanding shares in the capital stock of the Subco and intends to go public in the near future at a time beneficial and conducive to maximize the value of the holdings of the Parent including, but not limited to, the acquisition of Company.

D. The Sellers desire to sell to Parent, and Parent desires to purchase from the Sellers, all of the Units upon the terms and subject to the conditions set forth herein;

E. Forthwith after Closing (as defined herein), Parent wishes to transfer the Units (or C-Corp shares of Company that are created as a result of the consummation of the transactions contemplated herein) to Subco; and

F. Seller and Parent agree that as the ultimate transferee of the Units (or C-Corp shares of Company that are created as a result of the consummation of the transactions contemplated herein), Subco should have the benefit of the representations, warranties and indemnities of Seller set out herein.

G. Parent intends to go public in the near future at a time beneficial and conducive to maximize the value of the holdings of the Parent including, but not limited to, the acquisition of Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

The following terms, whenever used herein, will have the following meanings for all purposes of this Agreement:

"Accounts Payable" means all accounts payable, trade payables and other payables of the Company as determined in accordance with GAAP applied on a consistent basis.

"Accounts Receivable" means all accounts receivable, trade receivables and other receivables of the Company as determined in accordance with GAAP applied on a consistent basis.

"Action" means any action, suit, claim, cause of action, charge, grievance, complaint, legal proceeding, litigation, investigation, audit, administrative proceeding, arbitration proceeding, or mediation proceeding (including any civil, criminal, administrative, judicial, investigative or appellate proceeding, whether public or private, and whether formal or informal) by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, where "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble to this Agreement.

"Anti-Bribery Laws" has the meaning set forth in Section 3.8(c).

"Approved Indemnification Claim" has the meaning set forth in Section 10.7(b).

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks are required to be closed in Toronto, Ontario.

"Cap" has the meaning set forth in Section 10.4(a).

"Carden" means Shawn Patrick Carden, in his individual capacity.

"Carden Employment Agreement" has the meaning set forth in Section **Error! Reference source not found.**

"Cash" means all cash and cash equivalents of the Company, whether in the form of cash, cash equivalents, marketable securities, short term investments or deposits in bank or other financial institution accounts of any kind.

"Claim" has the meaning set forth in Section 10.7(a).

"Closing" has the meaning set forth in Section 2.3.

"Closing Date" has the meaning set forth in Section 2.3.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Company" has the meaning set forth in the Preamble to this Agreement.

"Company Employees" has the meaning set forth in Section 3.10(a).

"Company Financial Statements" has the meaning set forth in Section 3.4(a).

"Company IP" means the Scheduled IP and all other Intellectual Property owned by the Company, including the Company Software.

"Company Plans" has the meaning set forth in Section 3.10(a).

"Company Software" means the Software owned by the Company, including the Software set forth on Schedule 3.13(a).

"Confidential Information" shall mean any information, in whatever form or medium, concerning the operations or affairs of the Business or the Company, whether developed prior to, on or after the Closing, including (a) sales, sales volume, sales methods, sales proposals, business plans, advertising and marketing plans, strategic and long-range plans, and any information related to any of the foregoing, (b) customers, prospective customers and customer records, (c) general pricing lists and prices charged to specific customers, (d) Intellectual Property, (e) financial statements, budgets and projections, (f) personnel records and other information relating to employees, (g) products and the research and development thereof and of any new products, (h) the names, addresses and other contact information of all suppliers and prospective suppliers of the Company, and (i) all other confidential or proprietary information belonging to the Company or relating to its businesses, other than (i) knowledge, data and information which is generally known (other than as a result of a breach of this Agreement or other agreement or instrument to which a Person is bound), (ii) knowledge, data and information gained without a breach of this Agreement on a non-confidential basis from a Person who is not legally prohibited from transmitting the information and (iii) knowledge, data and information which has been independently developed by Sellers without breaching any of Sellers' obligations under this Agreement or applicable Law, in each case, as evidenced by written or electronic documentation.

"Consent" means any consent, approval, authorization, qualification, waiver, registration or notification required to be obtained from, filed with or delivered to a Governmental Authority or any other Person in connection with the consummation of the transactions provided for in this Agreement.

"Contracts" means all contracts, covenants, agreements, licenses, leases, subleases, sales orders, purchase orders, indentures, mortgages, notes, bonds or warrants (including all amendments, supplements and modifications thereto), whether written, oral or implied.

"Control", "Controlled" or "Controls" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Current Assets" means the current assets of the Company as determined in accordance with GAAP applied on a basis consistent with that employed in the preparation of the Company Financial Statements, and shall exclude Cash but shall include Accounts Receivable (net of a reserve for doubtful accounts), notes receivable, Inventory (net of inventory reserves), prepaid expenses, Working Capital Tax assets and other current assets to include accrued interest receivables and advances to employees, as determined in each case in accordance with GAAP applied on a basis consistent with that employed in the preparation of the Company Financial Statements, but shall exclude the current portion of any assets relating to Taxes other than Working Capital Taxes.

"Current Liabilities" means the current liabilities of the Company as determined in accordance with GAAP applied on a basis consistent with that employed in the preparation of the Company Financial Statements, and shall include accrued payroll and benefits, Accounts Payable, accrued or payable Working Capital Taxes and other current liabilities such as deferred revenue, deposits payable, and other personnel benefits payable, as determined in each case in accordance with GAAP applied on a basis consistent with that employed in the preparation of the Company Financial Statements, but shall exclude the current portion of any liabilities attributable to Indebtedness and Taxes other than Working Capital Taxes.

"Deductible" has the meaning set forth in Section 10.4(a).

"Disclosure Schedule" means, collectively, the various schedules referred to in this Agreement.

"Disclosure Schedule Supplement" has the meaning set forth in Section 6.5.

"Dispute Notice" has the meaning set forth in Section 10.7(b).

"Dispute Period" has the meaning set forth in Section 10.7(b).

"Documentation" has the meaning set forth in Section 3.13(f).

"Dollars" or "$" means United States dollars.

"Effect" has the meaning set forth in the definition of "Material Adverse Effect".

"Environment" means the indoor and outdoor environment and includes surface and subsurface soil and geological materials, surface water, ground water, drinking water, sediments, sewer systems, indoor and outdoor air, plants, animals, microbes and any other organisms, environmental media or natural resources.

"Environmental Law" means any Law that requires or relates to the protection of human health, safety and the Environment, including Laws that require or relate to: (a) advising appropriate Governmental Authorities, employees, and the public of intended or actual Releases, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment; (b) preventing or reducing to acceptable levels Releases; (c) reducing the quantities of, preventing Releases of, or minimizing the hazardous characteristics of Hazardous Substances that are generated; (d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of; (e) protecting resources, species, or ecological amenities; (f) reducing to acceptable levels the risks inherent in the transportation of Hazardous Substances; (g) cleaning up Hazardous Substances that have been released, preventing the threat of Releases, or paying the costs of such clean up or prevention; or (h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

"Environmental Liabilities" means any obligations or liabilities (including any Actions, notices, Orders and other assertions of obligation or liability) that are (a) related to any environmental, health or safety issues, and (b) based upon or related to any provision of past, present or future Environmental Law. The term "Environmental Liabilities" includes: (i) fines, penalties, judgments, awards, settlements, losses, damages, costs, fees (including attorneys' and consultants' fees), expenses and disbursements; (ii) defense and other response to an administrative or judicial action (including Actions, notices, Orders, and other assertions of obligation or liability); and (iii) financial responsibility for (A) cleanup costs and injunctive relief, including any removal, remedial or response actions, and natural resource damages, and (B) any other compliance or remedial measures.

"Equity Securities" of any Person means (a) any capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or non-voting, whether preferred, common or otherwise, and including stock appreciation, contingent interest or similar right) and (b) any option, warrant, security or other right (including debt securities) directly or indirectly convertible into or exercisable or exchangeable for, or otherwise to acquire directly or indirectly, any stock, interest, participation or security describe in clause (a) above.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" has the meaning set forth in Section 3.10(n).

"Family Member" shall mean with respect to any Person, any child, stepchild, or spouse, (including, in each case, adoptive relationships) of such Person and any other Person sharing such Person's household (other than a tenant or an employee of such Person)

"Fundamental Reps" has the meaning set forth in Section 10.3(a).

"GAAP" means United States generally accepted accounting principles.

"Governmental Authority" means any government or political subdivision, whether federal, state, municipal, local or foreign, or any court, agency or instrumentality of any such government or political subdivision, or any federal, state, local or foreign court.

"Hazardous Substance" means any material, pollutant, organism or manufactured article, waste, toxic substance, including asbestos and asbestos-containing materials, hazardous waste, hazardous material, hazardous substance, contaminant, petroleum, or petroleum-containing materials, radiation and radioactive materials and polychlorinated biphenyls as defined or regulated in, or which could give rise to liability under, any Environmental Law. Hazardous Substance includes petroleum or any by-product thereof or article manufactured therefrom, radon, radioactive material, asbestos, asbestos-containing material, urea formaldehyde foam insulation, lead, mold, mold spores and mycotoxins, polychlorinated biphenyls, hazardous waste or solid waste.

"Indebtedness" means (a) indebtedness for borrowed money, whether secured or unsecured or for the extension of credit; (b) any deferred obligations for the purchase of property or services (other than ordinary course trade payables); (c) all indebtedness secured by a purchase money mortgage or other Lien to secure all or part of the purchase price of property subject to such Lien; (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of such Person or lender under such agreement in the event of default are limited to repossession or sale of such property); (e) all obligations that are or would be required to be classified as capital leases in accordance with GAAP; (f) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit or similar facilities; (g) all prepayment premiums and penalties, and any other fees, breakage charges, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any other item of indebtedness; (h) all amounts required to be paid in connection with the settlement of the Contracts relating to any hedging, swap, derivative, foreign exchange or other similar transactions; (i) all amounts owing between the Company, on the one hand, and any current or former shareholder, equity holder, employee, director or officer of the Company, on the other hand, including retention bonuses, severance and other compensation amounts that become due and payable in connection with the transactions contemplated by this Agreement as of the Closing Date, in each case, under the agreements set forth on Schedule 1(a); (j) monies received from customers in advance of performance of revenue activities including any deposits from customers pursuant to which the Company is obligated to expend funds for the purchase or performance of services for a specific order in accordance with GAAP applied on a consistent basis; (k) all third party consent fees (including third party legal fees and any re-license fee or charge related to such consent); and (l) all indebtedness of others referred to in clauses (a) through (k) above guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement to pay or purchase such indebtedness or to advance or supply funds for the payment or purchase of such indebtedness, or otherwise to assure a creditor against loss.

"Indemnified Liability" means any Liability arising out of, resulting from, related to, by or associated with (a) any Liabilities for Taxes for any Pre-Closing Tax Period of the Company (including any withholding, payroll or employment Taxes payable by the Company or in connection with any sick bank and vacation time pay paid on or prior to the Closing to Company

Employees), except to the extent of any Working Capital Taxes reflected as a Current Liability in the computation of Net Working Capital, (b) any claim by any past or present holder of Units or other securities, including Equity Securities, of the Company relating to any Company action on or prior to the Closing Date in connection with such Units or other securities, including Equity Securities, of the Company, including any repurchase or termination of such Units, options or other securities, including Equity Securities, and (d) any default or breach or event which could constitute a default or breach (with notice or lapse of time or both) under the Real Property Leases, including any consent, waiver or other agreement sought or entered into with the other party to the Real Property Leases with respect to, or any other action taken by the Company, Parent or Subco to cure or remedy, any such default, breach or event constituting the same and all costs and expenses of the Company, Parent or Subco incurred in connection with the foregoing.

"Indemnified Party" has the meaning set forth in Section 10.7(a).

"Indemnifying Party" has the meaning set forth in Section 10.7(a).

"Intellectual Property" means any and all of the following and all rights arising out of or associated therewith, in each case, in any jurisdiction in the world: (a) patents and patent applications (including reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part), inventions (whether or not patentable and whether or not reduced to practice), invention or patent disclosures and inventor's certificates; (b) Trade Secrets; (c) original works of authorship (whether copyrightable or not), copyrights, copyright registrations and copyright applications; (d) industrial designs and all registrations and applications thereof; (e) Marks; (f) Software; (g) moral and economic rights of authors and inventors, however denominated; and (h) all other intellectual property or industrial property rights.

"Interim Financial Statements" has the meaning set forth in Section 3.4(a)

"Inventory" means all inventory, including raw materials, work-in process, manufacturing supplies, spare parts, packaging materials and finished goods of the Business and all other materials and supplies used or consumed in the production of finished goods including any of the foregoing which is in transit or located at the location of a third party processor, each as determined in accordance with GAAP applied on a consistent basis.

"IRS" means the Internal Revenue Service of the United States Department of the Treasury.

"Knowledge of Sellers" means the knowledge that a Seller has or should have after having made a reasonable effort to ascertain the fact in question pursuant to an inquiry directed to such managers, directors, officers, employees and advisors to the Company as would be reasonably likely to have information relating to the fact in question, and investigation of any relevant information derived therefrom.

"Law" means any applicable federal, state, provincial, local or foreign law (including common law), constitution, statute, rule, rule of common law, municipal by-law, treaty, code, regulation, ordinance, Permit, Order, writ, award (including the award of any arbitrator to the extent enforceable by any Governmental Authority), injunction, judgment or decree of any Governmental Authority.

"Leased Real Property" has the meaning set forth in Section 3.6(b).

"Legal Proceeding" means any action, claim, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, judicial, investigative or appellate proceeding, whether public or private, and whether formal or informal), inquiry, audit, examination, investigation, determination of appeal or assessment inquiry, hearing, or prosecution commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration panel.

"Liabilities" means any debt, liability, claim, assurance, commitment, obligation, guarantee, penalty, interest or fine of any kind or nature, whether direct or indirect, known or unknown, liquidated or unliquidated, accrued or unaccrued, asserted or unasserted, absolute or contingent, matured or unmatured or disputed or undisputed, including those arising under any Laws (including any Environmental Law), Action or Order, and whether or not the same would be required by GAAP (applied on a consistent basis) to be disclosed on the Company Financial Statements or disclosed in the notes thereto.

"Licensed IP" means the Intellectual Property that is licensed to the Company pursuant to a Material Contract set forth on Section 3.11(a).

"Licensed Software" means the Software that is licensed to the Company pursuant to a Material Contract set forth on Section 3.11(a).

"Licensed Software Modifications" means any and all modifications to or derivative works of any Licensed Software made by or on behalf of the Company.

"Lien" means any pledge, encumbrance, hypothecation, assessment, lien (statutory or otherwise, including a Tax lien), collateral assignment, security interest, mortgage, easement, title defect, title retention agreement, voting trust agreement, conditional sale or other security agreement, option, charge or similar restriction or limitation (including restrictions on transferability), license, ownership interest of another Person, or adverse claim of title, ownership or use, or any community property interest, joint ownership right, or rights of first refusal or other claim or encumbrance of any kind (including any agreement to give any of the foregoing).

"Losses" has the meaning set forth in Section 10.2.

"Marks" means any and all trademarks, service marks, certification marks, trade names, brand names, corporate names, domain names, logos, trade dress or other indicia of source or origin, including unregistered and common law rights in the foregoing, and all registrations of and applications to register the foregoing, in each case in any jurisdiction throughout the world, and the good will associated with the foregoing.

"Material Adverse Effect" means, any change, occurrence, effect, state of facts, circumstance, event, condition, violation, inaccuracy or development (each, an "Effect") that individually, or taken together with all other Effects that have occurred prior to the date of determination of the occurrence of the Material Adverse Effect, is or is reasonably likely to (a) be materially adverse to the business, properties, operations, results of operations, assets, liabilities or condition (including financial condition) of the Company, or (b) prevent or materially delay the performance by the Company of any of its obligations under this Agreement or the transactions contemplated hereby.

"Material Contracts" has the meaning set forth in Section 3.11(a).

"Net Working Capital" means Current Assets less Current Liabilities.

"Off-the-Shelf Software" means mass marketed software sold through retail channels of trade, the use of which is governed by a non-exclusive shrinkwrap or clickwrap license, and the aggregate replacement cost of which is less than $1,000.

"Open Source Software" means Software licensed or distributed pursuant to an OSS License.

"Order" means any order, judgment, ruling, injunction, assessment, award, decree or writ of any Governmental Authority.

"Ordinary Course of Business" means an activity taken by the Company only if the action is consistent with the past practices of the Company (including in amount) and is taken in the ordinary course of normal day-to-day operations of the Business.

"Organizational Documents" has the meaning set forth in Section 3.1(b).

"OSS License" means any license or other Contract pursuant to which Software is licensed or distributed that requires licensees or recipients to (i) disclose or otherwise make available the source code for any Software incorporating or using such licensed or distributed Software, or that is a derivative work of such licensed distributed Software, or that was otherwise authored or developed using such licensed or distributed Software, or (ii) distribute or make available the Software described in item (i) on terms specified in such license or other Contract.

"OSS Modifications" means any and all modifications to or derivative works of any Open Source Software made by or on behalf of the Company.

"Owned Real Property" has the meaning set forth in Section 3.6(a).

"Parent" has the meaning set forth in the Preamble.

"Parent Common Shares" has the meaning set forth in Section 2.2(a)(ii).

"Parent Indemnitees" has the meaning set forth in Section 10.3(a).

"Permits" means any license, permit, authorization, certificate of authority, qualification or similar document or authority that has been issued or granted by any Governmental Authority.

"Permitted Liens" means (a) Liens for Taxes, assessments and other charges of Governmental Authorities not yet due and payable or being contested in good faith by appropriate proceedings for which collection or enforcement against the property is stayed and an adequate reserve is included in the Company Financial Statements, (b) mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like Liens arising or incurred in the ordinary course of business or by operation of Law if the underlying obligations are not delinquent and have been disclosed in writing to Parent, (c) with respect to the Real Property (i) zoning, entitlement, building and other land use regulations imposed by Governmental Authorities having jurisdiction over the Real Property and which are not violated by the current use and operation of the Real Property, and (ii) covenants, conditions, restrictions, rights-of-way, easements and other similar matters of record which are not violated by the current use and operation of the Real Property, and which, individually or in the aggregate, do not materially impair the continued use or operation of the Real Property to which it relates to the Business as presently conducted, and (d) Liens in favor of the Parent.

"Person" means an individual, partnership, corporation, limited liability company, unlimited liability company, association, joint stock company, trust, joint venture, trade union, employee association, unincorporated organization of any nature and the executors, administrators, or other representatives of an individual in such capacity, a foreign equivalent of any of the foregoing or other entity, including a Governmental Authority.

"Post-Closing Tax Period" means (i) any Tax period beginning after the Closing Date and (ii) the portion of any Straddle Period after the Closing Date.

"Pre-Closing Tax Period" means (i) any Tax period ending on or before the Closing Date and (ii) the portion of any Straddle Period up to and including the Closing Date.

"Products" has the meaning set forth in Section 3.19(a).

"Purchase Price" has the meaning set forth in Section 2.2.

"Real Property" means all of the Company's Leased Real Property and the Owned Real Property.

"Real Property Leases" has the meaning set forth in Section 3.6(b).

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of a Hazardous Material into the Environment.

"Released Claims" has the meaning set forth in Section 13.2.

"Released Parties" has the meaning set forth in Section 13.2.

"Representatives" has the meaning set forth in Section 7.1(b).

"Required Consent" means any Consent with respect to those Contracts, instruments, arrangements or Permits described on Schedule 3.3.

"Restricted Business" shall mean any business that would directly or indirectly compete with all or any portion of the Business of the Company as in effect as of the Closing Date.

"Restricted Territory" shall mean North America.

"Scheduled IP" has the meaning set forth in Section 3.13(a).

"Seller" and "Sellers" have the meaning set forth in the Preamble.

"Seller Indemnitees" has the meaning set forth in Section 10.2.

"Seller's Representative" means Shawn Patrick Carden.

"Software" means any and all software of any type (including programs, applications, middleware, interfaces, utilities, tools, drivers, firmware, microcode, scripts, batch files, JCL files, instruction sets and macros) and in any form (including source code, object code and executable code), databases and data collections, associated data and related documentation, and all rights therein.

"Straddle Period" means any Tax period that begins on or before the Closing Date and ends after the Closing Date.

"Subco" has the meaning set forth in the Preamble.

"Subsidiary" or "Subsidiaries" means, with respect to any Person, any other Person (other than an individual) of which, (a) if such other Person is a corporation or other business entity in which capital stock is issued, a majority of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof or (b) if such other Person is a limited liability company, unlimited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, unlimited liability company, partnership, association or other business entity if such Person or Persons will be allocated a majority of limited liability company, unlimited liability company, partnership, association or other business entity gains or losses or will be or control any managing director or general partner of such limited liability company, partnership, association or other business entity.

"Tax" or "Taxes" includes all present and future tax or taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority of any kind or nature, or however denominated, including Liability for federal, state, provincial, local or foreign sales, use, transfer, registration, business and occupation, value added, goods and services, harmonized sales, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, workers' compensation, health insurance, disability, payroll, license, employee or other withholding, income (which includes any income, alternative minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth or gross receipts taxes), capital, withholding, consumption, anti-dumping, countervail, payroll, employment, health, education, school, local improvement, development or education development or other tax, of any kind whatsoever.

"Tax Matter" has the meaning set forth in Section 11.6.

"Tax Returns" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxing Authority" means any Governmental Authority having the power to regulate, impose or collect Taxes, including the Internal Revenue Service and or state department of revenue.

"TCCI Operating Agreement" has the meaning set forth in the recitals.

"Third Party Claim" has the meaning set forth in Section 10.7(a).

"Trade Secrets" means any and all trade secrets or other information of a confidential or proprietary nature, including know-how, source code, algorithms, methods, processes, designs, specifications, technical information and customer lists.

"Transaction Documents" means this Agreement, the Promissory Note, the Carden Employment Agreement, and any other agreement, document, certificate or instrument delivered pursuant to this Agreement.

"Transfer Taxes" has the meaning set forth in Section 11.5.

"Units" has the meaning set forth in the Recitals.

"Working Capital Taxes" means sales and use taxes, payroll taxes, unemployment taxes and other taxes incurred by the Company in the ordinary course of business and consistent with past practice (including by type and amount) that are not due and payable as of the Closing Date, but shall not include Taxes based upon or measured by gross or net income, gross or net receipts, capital or net worth.

"Year-End Financial Statements" has the meaning set forth in Section 3.4(a).

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and the rules and regulations promulgated thereunder.

1.2 **Schedules.**

The following Disclosure Schedules are attached to this Agreement and form a part of this Agreement:

Schedule 1(a)	Contracts Related to Indebtedness
Schedule 1(c)	Company's Schedule of Liabilities
Schedule 3.1(a)	Organization and Qualification
Schedule 3.2(b)	Contracts Related to the Units
Schedule 3.2(c)	Units Owned by Sellers
Schedule 3.3	No Conflict; Required Filings and Consents
Schedule 3.4	Financial Statements
Schedule 3.5	Taxes
Schedule 3.6(a)	Owned Real Property
Schedule 3.6(b)	Leased Real Property
Schedule 3.7	Title to Assets
Schedule 3.8(b)	Permits
Schedule 3.9(a)	Company Employees
Schedule 3.9(b)	Notice of Termination of Employment
Schedule 3.9(c)	Consultants and Contractors
Schedule 3.9(d)	Collective Bargaining Agreements
Schedule 3.9(f)	Confidentiality and Similar Agreements with Third Persons
Schedule 3.9(g)	Pending Workers Compensation Claims
Schedule 3.9(h)	Employment-Related Actions or Audits
Schedule 3.10(a)	Employee Benefit Plans
Schedule 3.10(h)	Nonqualified Deferred Compensation Plans
Schedule 3.10(i)	Employee Benefits upon Change in Control of Company
Schedule 3.10(m)	Employee Sick Bank and Vacation Time
Schedule 3.11(a)	Material Contracts
Schedule 3.12	Legal Proceedings
Schedule 3.13(a)	Scheduled IP
Schedule 3.13(b)	Intellectual Property Exceptions
Schedule 3.13(e)	Intellectual Property Authors
Schedule 3.13(f)	Intellectual Property Disclosures
Schedule 3.13(g)	Licensed Software
Schedule 3.13(h)	Open Source Software
Schedule 3.14	Insurance
Schedule 3.15	Environmental Matters
Schedule 3.15(vi)	Environmental Documents
Schedule 3.16	Absence of Certain Developments
Schedule 3.17	Customers and Suppliers
Schedule 3.19(a)	Product Warranty
Schedule 3.19(b)	Products Liability
Schedule 3.20	Transactions with Affiliates
Schedule 3.21	Bank Accounts; Powers of Attorney
Schedule 5.2	Parent Required Filings and Consents
Schedule 6.2	Closing Required Consents

ARTICLE II
SALE AND PURCHASE OF UNITS

2.1 **Sale and Purchase of the Units**. At the Closing and in reliance upon the representations, warranties and covenants subject to the conditions set forth in this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Parent or its designees, and Parent shall purchase, acquire and receive from the Sellers, all of the Units, free and clear of all Liens. For greater clarity, the Units purchased hereunder shall include the assumption by Parent of all debts of the Company as disclosed on Company's Schedule of Liabilities listed on Schedule 1(c), Schedule 3.11(a) and on the financial statements of the Corporation listed on Schedule 3.4.

2.2 **Purchase Price**.

(a) The aggregate purchase price for the sale and transfer of the Units shall be One Million Five Hundred and Ninety-Eight Thousand Dollars ($1,598,000) (the "Purchase Price"). At the Closing, Parent shall pay the Purchase Price to the Seller's Representative, in his capacity as representative of Sellers, as follows:

(i) One Million Fifty Thousand Dollars ($1,050,000), which shall be payable by Parent to Seller's Representative by way of promissory note granted by Parent in favor of the Sellers, substantially in the form attached hereto as Exhibit "B" (the "Promissory Note"),

(ii) Five Hundred Thousand Dollars ($500,000) which shall be payable by Parent to the Seller's Representative, in his capacity as representative of Sellers, by way issuance of a number of common shares in the issued and outstanding capital stock of Parent equal to 5% of the issued and outstanding capital stock of Parent on the Closing Date (and except for the issuance of stock options by Parent, the common shares issued by Parent to the Seller's Representative, in his capacity as representative of Sellers, shall be equal to 5% of the fully diluted shares of Parent prior to the closing of the first post-closing equity financing of Parent), which shall be issued for an aggregate value of Five Hundred Thousand Dollars ($500,000) and in respect of which the sum of Five Hundred Thousand Dollars ($500,000) shall be added to the stated capital account for such common shares ("Parent Common Shares"). The parties shall use commercially reasonable efforts to structure the issuance of the Parent Common Shares under this Agreement so as to meet the requirements for a Section 351 Transfer under the Code, provided that such efforts shall not (i) require the Parent to take on any liability, including for taxes or otherwise for the payment of money (ii) otherwise be in conflict with any material provisions of this Agreement or any of the Transaction Documents, or (iii) require Parent to breach any applicable Law; and

(iii) Forty-Eight Thousand Dollars ($48,000), which shall be payable by Parent to Seller's Representative, in his capacity as representative of Sellers, on or before the day that is thirty (30) days following the Closing Date, payable to Seller's Representative by wire transfer in immediately available funds to one or more accounts designated in advance by the Seller's Representative in writing.

2.3 **Closing.** The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m. (Eastern Standard Time) on the third (3^{rd}) Business Day after all the conditions to the purchase and sale of the Units set out in ARTICLE VIII and ARTICLE IX (other than those conditions that by their nature can only be satisfied on the Closing Date) having been satisfied, or such other date as may be agreed to in writing by the Sellers and Parent. The date on which the Closing actually takes place shall be referred to herein as the "Closing Date", and the Closing will be effective for all purposes at 12:01 a.m. (Eastern Standard Time) on the Closing Date.

2.4 **Closing Deliveries.**

(a) In addition to the payments described in Section 2.2, the Parent shall deliver or cause to be delivered to the Seller's Representative properly executed and dated as of the Closing Date (if applicable):

(i) the Promissory Note;

(ii) the share certificates representing the Parent Common Shares;

(iii) a certificate from an officer of Parent given by him on behalf of Parent and not in his individual capacity, to the effect that the conditions set forth in ARTICLE VIII have been satisfied;

(iv) a certificate of compliance of Parent pursuant to Section 263.1 of the *Canada Business Corporations Act*;

(v) an employment agreement, in form and substance satisfactory to Parent, by and among the Parent, Company, and Carden (the "Carden Employment Agreement"); and

(vi) such other agreements, documents, instruments or certificates of transfer and conveyance as the Sellers may reasonably request in connection with the consummation of the transactions contemplated hereby.

(b) At the Closing, the Sellers shall deliver, or cause to be delivered to Parent from Seller's Representative or any other Person, properly executed and dated as of the Closing Date (if applicable):

(i) a certificate from an officer of the Company, given by such officer on behalf of each of the Company and not in his individual capacity, to the effect that the conditions set forth in ARTICLE IX have been satisfied;

(ii) Relevant certificates or other documents representing all of the Units in each case in proper form for transfer, and with any other required documentary stamps, affixed thereto;

(iii) written resignations, in form and substance reasonably satisfactory to Parent, of all officers and members of the boards of directors of the Company (including resignation of Carden from all of his positions and employment with the Company), except as designated in advance in writing by Parent and except for any appointment, employment or retention pursuant to the Carden Employment Agreement;

(iv) minute books, corporate seals and all other corporate records of the Company as required to be kept under Section 5.2 of the TCCI Operating Agreement and under the Florida Limited Liability Company Act;

(v) a good standing certificate for the Company issued by the Secretary of State of the State of Florida and by the relevant Governmental Authorities in any jurisdiction of organization in which the Company has qualified to conduct business, in each case, dated within five (5) Business Days of the Closing Date;

(vi) a certificate from each Seller pursuant to Treasury Regulations Section 1.1445-2(b) certifying that such Seller is not a foreign person within the meaning of Section 1445 of the Code;

(vii) copies of all Required Consents, including, with respect to any Real Property Leases, (A) an executed Consent from the counterparty thereto with respect to the consummation of the transactions contemplated by the Transaction Documents, and (B) a release of any existing guarantor under such Real Property Leases executed by the counterparty thereto, in each case, in form and substance satisfactory to Parent;

(viii) evidence of the termination of all Contracts between the Company, on the one hand, and any Seller or Sellers, on the other hand;

(ix) an instrument, in form and substance satisfactory to Parent, from each Seller assigning to the Company as of the Closing Date all Intellectual Property owned thereby that is used in, held for use in or related to the Business;

(x) a certified copy of (i) a consent from all of the members of the Company, authorizing and approving the transfers of the Units pursuant to this Agreement; (ii) the articles of organization and operating agreement of the Company; and (iii) a list of members and officers the Company authorized to sign this Agreement and any other documents required to be delivered hereunder;

(xi) any documentation available for the use of proprietary software of the Company;

(xii) the Carden Employment Agreement; and

(xiii) such other agreements, documents, instruments or certificates of transfer and conveyance as Parent may reasonably request in connection with the consummation of the transactions contemplated hereby.

2.5 **No Further Ownership Rights in the Units**. The consideration paid in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to the Units (including any rights to receive accrued but unpaid distributions or any liquidation preference on such Units, if any), and, from and after the Closing, the Sellers shall cease to have any rights with respect to such Units (including any rights to receive distributions or any liquidation preference on such Units that may accrue after the Closing Date, if any). At the Closing, the transfer books of the Company shall be closed, and thereafter there shall be no further registration of transfers on the records of the Company of the Units, other than the sale of all the Units to Parent. If, after the Closing, certificates are presented to the Company or Parent for any reason, they shall be canceled.

2.6 **Withholding Tax**. Parent and the Company shall be entitled to deduct and withhold from the Purchase Price all Taxes that Parent and the Company may be required to deduct and withhold under any provision of Tax Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY

As a material inducement to Subco and Parent to enter into this Agreement and consummate that transactions contemplated hereby, the Company and the Sellers jointly and severally represent and warrant to Subco and to Parent as follows:

3.1 **Organization and Standing; Authority, Validity and Effect**.

(a) The Company is duly organized, validly existing and in good standing under the Laws of the State of Florida and has full corporate power and authority to own, operate, license or lease the properties and assets now owned, operated, licensed or leased by it and to carry on the Business as it has been, is currently and is proposed to be conducted. The Company is duly licensed or qualified to do business and is in good standing in each jurisdiction where such qualification is required, except where the failure to be so licensed, qualified or to be in good standing would not have a Material Adverse Effect, a complete and correct list of which is set forth on Schedule 3.1(a).

(b) The Company has delivered to Parent complete and correct copies of the articles of organization, the TCCI Operating Agreement, minute books (or, in the case of draft minutes, the most recent drafts thereof), records of all corporate proceedings and all other organizational documents and corporate records, as applicable (collectively, the "Organizational Documents"), of the Company, as amended through, and in full force and effect on, the date hereof. Since the date of such delivery or furnishing of the Organizational Documents, there have been no changes, amendments, alterations or additions to such Organizational Documents. The Company is not in violation of any of the provisions of its Organizational Documents.

(c) The Company has the power and authority to execute and deliver this Agreement and the other Transaction Documents and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company. This Agreement and the other Transaction Documents have been duly executed and delivered by the Company and constitute the valid and binding obligations of the Company, enforceable against it in accordance with their respective terms subject only to (i) applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect and (ii) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).

3.2 **Capitalization**.

(a) All of the existing ownership interests of the Company consist of 1,000,000 units. As stated and disclosed on Schedule 3.2(b) attached hereto, the Sellers are the sole owners of the Units, any Equity Securities of the Company and all other ownership interests in the Company. Except for the Units, there are no Equity Securities or other ownership interests of the Company in existence and there are no purchase options or any similar rights in respect thereof.

(b) There are no outstanding or authorized options, warrants, performance units or other rights to subscribe for or purchase from the Company, no Contracts or commitments providing for the issuance of, or the granting of rights to acquire, and no securities convertible into or exchangeable for, any Equity Securities or other ownership interests in the Company, nor are there any preemptive rights, dividend rights, Contracts or commitments that could require the Company to issue, sell, or otherwise cause to become outstanding any of its Units, ownership interests or other Equity Securities. There are no outstanding deferred compensation, stock appreciation, phantom stock, profit participation or similar rights with respect to the Company, nor any Contracts or commitments that could require the Company to repurchase, redeem or transfer any of its Units, ownership interests or other Equity Securities. Except as set forth on Schedule 3.2(b), (i) there are no voting trusts, proxies, or other Contracts, agreements or understandings with respect to the voting of the members of the Company or other Equity Securities of the Company and (ii) none of the Units is subject to any Contract, obligation, undertaking or arrangement with respect to dividend or distribution rights (including declared but unpaid dividends or distributions), preferences, sales, acquisitions, issuances, redemptions, registrations, transfers or other dispositions. All issuances, sales, repurchases, redemptions and transfers of units, ownership interests or other Equity Securities of the Company have been made in compliance with all applicable securities and other Laws of any relevant jurisdiction.

(c) The Units are owned by the Sellers free and clear of all Liens in the amounts set forth on Schedule 3.2(c) and there is no other holder of record of any Units or other ownership interest of the Company. The consideration set forth in Section 2.2(a) in respect of payment for Sellers' Units are the only amounts that such Sellers are entitled to receive as consideration for their Units and other ownership interests in the Company.

(d) The Company has no Subsidiaries nor does it own any Equity Securities in any Person.

(e) There is no Contract enforceable against the Company by any Seller that provides any rights in connection with any Units, ownership interests or any option to purchase Units or ownership interests.

3.3 **No Conflict; Required Filings and Consents**. Neither the execution, delivery and performance by the Company of the Transaction Documents, nor the consummation by the Company of the transactions contemplated thereby, nor compliance by the Company with any of the provisions thereof, shall (a) conflict with or result in a breach of any provisions of the Organizational Documents, (b) subject to receipt of the requisite approvals referred to on Schedule 3.3 require any Consent of a Governmental Authority to be obtained by the Company, (c) violate any Order or Law applicable to the Business, the Company or any of the properties or assets thereof, (d) except for, and subject to the receipt of, the Consents listed in Schedule 3.3, constitute or result in the breach of any term, condition or provision of, or constitute a default under, or give rise to any obligation or increase of any obligation or loss of benefit or right of termination, payment, cancellation or acceleration with respect to, or require any Consent to be obtained by the Company under, or result in the creation or imposition of a Lien (other than Permitted Liens) upon any property or assets of the Company pursuant to, any Permit or Material Contract, or other material instrument or obligation to which the Company is a party or by which it or its properties or assets may be subject.

3.4 **Financial Statements**.

(a) Schedule 3.4 contains correct and complete copies of the following financial statements: (i) the unaudited balance sheet of the Company as of December 31, 2017, December 31, 2016, and December 31, 2015 and the related unaudited statements of income and cash flows for the fiscal years then ended (in each case, together with the footnotes and schedules thereto, the "Year-End Financial Statements"); and (ii) an unaudited balance sheet of the Company and the related unaudited statements of income and cash flows for the two (2) months ended February 28, 2018 (collectively, the "Interim Financial Statements" and, together with the Year-End Financial Statements, the "Company Financial Statements").

(b) The Company Financial Statements fairly present, in all material respects, the financial position, results of operations and cash flows, on a consolidated basis, as of the date and for the period indicated in accordance with GAAP applied on a consistent basis, except, in the case of the Interim Financial Statements, for the absence of footnotes and recurring year-end adjustments which, in the aggregate, are not material. The Company Financial Statements were derived from the books and records of the Company, all of which are accurate and complete in all material respects.

(c) Each of the Accounts Receivables (i) represents a *bona fide* arm's length sale in the Ordinary Course of Business, (ii) constitutes a good, valid, enforceable and fully collectible claim of the Company, free and clear of all Liens, (iii) is not subject to any material claim or setoff or other defense or counterclaim, other than warranty claims incurred in the Ordinary Course of Business and (iv) can legally be transferred in accordance with its terms .

3.5 **Taxes**. Except as set forth on Schedule 3.5:

(a) the Company has timely filed all Tax Returns that are required to be filed by the Company on or before the Closing Date, all such Tax Returns are true, correct and complete and the Company is not currently the beneficiary of any extension of time within which to file any Tax Return;

(b) all Taxes due and payable by the Company, whether or not shown on a Tax Return, have been paid by the Company on or before the Closing Date, and no such Taxes are delinquent;

(c) the Company is not a party to any Tax allocation, indemnification or sharing arrangement;

(d) there are no Liens for Taxes upon any of the assets of the Company;

(e) no deficiency for any amount of Tax has been asserted in writing or assessed by a Taxing Authority against the Company nor does the Company reasonably expect that any such assertion or assessment of Tax liability will be made;

(f) there is no Action or audit or any notice of inquiry of any of the foregoing pending against or with respect to the Company regarding Taxes and no Action or audit has been threatened against or with respect to the Company regarding Taxes;

(g) the Company has never consented to extend the time in which any Tax may be assessed or collected by any Taxing Authority, which extension remains in effect;

(h) the Company has never been a member of an affiliated group of corporations (as defined in Section 1504(a) of the Code) or included in a combined, consolidated or unitary Tax Return;

(i) no written claim has ever been made by a Taxing Authority in a jurisdiction where the Company does not file a Tax Return that the Company is or may be subject to Taxes assessed by such jurisdiction;

(j) the Company has no Liability for Taxes of any other Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Tax Law), as a transferee or successor, by contract, or otherwise;

(k) the Company is not now, nor has been during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, a United States real property holding corporation as defined in Section 897(c)(2) of the Code;

(l) the Company has not executed or entered into a closing agreement pursuant to Section 7121 of the Code or any predecessor provision thereof or any similar provision of Law that could have a continuing effect with respect to any taxable period or portion thereof beginning on or after the Closing Date;

(m) the Company has not filed, or has pending, any ruling requests with any Governmental Authority relating to Taxes, including any request to change any accounting method;

(n) all Taxes that are required (or, as to sales, use or value added Taxes, permitted) to have been withheld or collected by the Company have been duly withheld and collected and, to the extent required, have been properly paid or deposited as required by applicable Laws;

any individual properly treated as an employee for federal, state or local or foreign Tax purposes has been so treated on the federal, state or local or foreign Tax returns of the Company; any applicable exemption for sales, use or value added Taxes has been properly claimed by delivering or receiving to or from the proper party a properly completed and executed exemption certificate;

(o) the Company shall not be required to include any item of income in, or exclude any item of deduction from, taxable income for any Post-Closing Tax Period as a result of any:

(i) change in method of accounting for a Pre-Closing Tax Period;

(ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of income Tax Law) executed on or prior to the Closing Date;

(iii) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of income Tax Law);

(iv) reacquisition occurring on or prior to the Closing Date under Section 108(i) of the Code (or any similar provision of state, local or foreign law)

(v) installment sale or open transaction disposition made on or prior to the Closing Date; or

(vi) prepaid amount received on or prior to the Closing Date;

(p) none of the assets of the Company directly or indirectly secures any debt the interest on which is tax exempt under Section 103(a) of the Code; none of the property owned or used by the Company is subject to a tax benefit transfer lease executed in accordance with Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, and none of the property owned by the Company is "tax-exempt use property" within the meaning of Section 168(h) of the Code;

(q) the Company has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code or Section 361 of the Code;

(r) the Company has not participated in a reportable transaction within the meaning of Treasury Regulations Section 1.6011-4 (or any predecessor provision); and

(s) the Company is not a party to any Contract, arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code (or any similar provision of state, local, or foreign Tax Law).

Schedule 3.5 contains a list of the states, territories, and jurisdictions (whether foreign or domestic) in which the Company has filed Tax Returns since October 29, 2014.

3.6 **Real Property.**

(a) Schedule 3.6(a) lists and briefly describes all Real Property owned by the Company (the "Owned Real Property"). With respect to each such parcel of Owned Real Property: (i) there are no pending or, to the Knowledge of Sellers, threatened condemnation proceedings, lawsuits or administrative actions relating to the Owned Real Property, nor are there other matters materially and adversely affecting the current use, occupancy and value of the Owned Real Property; (ii) all facilities located on the Owned Real Property have received all approvals of Governmental Authorities (including licenses and Permits) required in connection with the ownership or operation thereof, and the Owned Real Property has been operated and maintained in accordance with applicable Laws, rules and regulations; (iii) there are no leases, subleases, licenses, concession or other agreements, written or oral, granting to any Person the right of use or occupancy of any portion of any Owned Real Property; (iv) there are no outstanding options or rights of first refusal to purchase any Owned Real Property or any interest therein; (v) there is no Person (other than the Company) in possession of the Owned Real Property; and (vi) all facilities located on the Owned Real Property are supplied with utilities and other services necessary for the operation of such facilities, and are provided via public roads or permanent, irrevocable, appurtenant easements benefitting the Owned Real Property.

(b) Schedule 3.6(b) lists and briefly describes all Real Property currently leased or subleased to the Company (collectively, the "Leased Real Property") and the lease, sublease or other occupancy agreements pursuant to which the Company leases or subleases such Leased Real Property (the "Real Property Leases"). Each of the Real Property Leases is in full force and effect and is a legal, valid and binding agreement of the Company and each other party thereto, and is enforceable in accordance with its terms. With respect to each Real Property Lease: (i) the Company has performed in all material respects each term, covenant and condition thereunder required to be performed by it at or before the date hereof, and neither the Company nor any other party thereto is in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder; (ii) there are no disputes, oral agreements or forbearance programs in effect, and no party to any Real Property Lease has repudiated any provision thereof; (iii) the Company has not assigned, subleased, transferred, conveyed, licensed, mortgaged, deeded in trust, encumbered or otherwise granted any interest in the leasehold estate; (iv) all facilities leased thereunder have received all approvals of Governmental Authorities (including licenses and Permits) required in connection with the operation thereof and have been maintained in accordance with applicable Laws, rules and regulations; (v) all facilities leased thereunder are supplied with utilities and other services necessary for the operation of said facilities; and (vi) with respect to any sublease, the foregoing representations and warranties are true and correct with respect to the underlying lease. The Company has delivered to Parent a true, correct and complete copy of each Real Property Lease and of all leasehold title insurance policies, underlying title exception documents and surveys in the Company's possession or reasonable control for the Leased Real Property. The Company has received no notice that a security deposit or portion thereof deposited with respect to any Real Property Lease has been applied in respect to a breach or default under any Real Property Lease that has not been redeposited in full. The Company has performed all repairs, maintenance and replacements required of the tenant under the Real Property Leases and there are no deferred maintenance items.

3.7 **Title to Assets**. Except as set forth on Schedule 3.7, the Company has good, valid, and, if applicable, marketable title to, or a valid leasehold interest in, all of the properties (including the Real Property) and assets, tangible or intangible, owned, used or held for use in the Business, free and clear of all Liens except for Permitted Liens. All such tangible property and other assets of the Company are in good operating condition and in a state of good maintenance and repair, ordinary wear and tear excepted, and are usable in the ordinary course of business. Each property or asset material to the operation of the Business immediately prior to the Closing shall continue to be owned, licensed or leased by the Company on identical terms and conditions immediately subsequent to the Closing.

3.8 **Compliance with Laws; Permits**.

(a) The Company (and each manager, member, director, officer, employee and Representative of the Company in his or her respective capacity as such) (i) is conducting, and since October 29, 2014, has conducted, the Business in compliance with, and the ownership and use of the Business's properties and assets in compliance with, all Laws and Orders applicable to the Business or the employees conducting the Business; (ii) is not, and since October 29, 2014, has not been in violation of any applicable Law; and (iii) since October 29, 2014, has not received any notice or other communication from any Governmental Authority regarding any actual, alleged or potential violation of applicable Law.

(b) Schedule 3.8(b) contains a complete list of all Permits issued to or applied for by the Company that are currently used by the Company in connection with the Business, correct and complete copies of which have been provided to Parent. Such Permits are the only Permits necessary to permit the Company to conduct the Business in all material respects as now conducted. The Company is in compliance with all such Permits, all of which Permits are in full force and effect and none of which Permits are subject to termination as a result of this Agreement or the transactions contemplated hereby. The Company has not received notification or communication from any Governmental Authority threatening to revoke any Permit owned or held by the Company and no Action is pending to revoke any such Permit.

(c) The Company (and each manager, member, director, officer, employee and Representative of the Company in his or her respective capacity as such) is, and has been during the relevant period of the statute of limitations, in compliance with all requirements under (i) the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd–1, *et seq.*) and (ii) local anti-corruption and bribery Laws and Orders, in each case, applicable to the Company, the Business or the employees conducting the Business (collectively, the "Anti-Bribery Laws"). The Company (and each manager, member, director, officer, employee and Representative of the Company in his or her respective capacity as such) has not received any written communication from any Governmental Authority that alleges that the Company or any Representative thereof is, or may be, in violation of, or has, or may have, any liability under, the Anti-Bribery Laws.

3.9 **Labor Matters.**

(a) Schedule 3.9(a) sets forth a true and complete list of all employees of the Company as of the date of this Agreement and includes each such employee's name, title, department, birth date, service date, full time/part time status, salaried/hourly status, active or leave status (if on leave, indicate type of leave), work location, base salary/wage, bonus entitlement, commission entitlement and union affiliation.

(b) Except as set forth on Schedule 3.9(b), no executive level employee has provided to the Company any written notice of any plans to terminate employment with the Company or enter into any business that would compete with or would be similar to the Business.

(c) Schedule 3.9(c) sets forth a true and complete list of all Persons who are consultants or contractors of the Company as of the date hereof, and sets forth for each Person the name and country in which the Person performs services. All individuals characterized and treated by the Company as consultants or contractors are properly treated as independent contractors under all applicable Laws. Except as disclosed on Schedule 3.9(c) or 3.11(a), all consulting and independent contractor Contracts can be cancelled with less than sixty (60) days' notice and without penalty.

(d) Except as set forth on Schedule3.9(d), the Company is not a party to or bound by any collective bargaining agreement (whether written or oral, or any other contract with any trade union, employee representative, staff association or any other employee body representing workers), and no such contract is being negotiated, and there are no labor unions or other organizations representing or, purporting or attempting to represent, any employee of the Company. There is no labor dispute, grievance, controversy, labor slowdown, stoppage, strike or request for union representation pending or, to the Knowledge of Sellers, threatened against the Company, nor has there been in the last five (5) years.

(e) The Company has complied with all provisions of applicable Law pertaining to the employment or termination of employment of any Person, including all such applicable Laws relating to labor relations, equal employment, fair employment practices, wages and hours, entitlements, prohibited discrimination, immigration status, Tax information reporting, employment and withholding Taxes or other similar employment practices or acts. The Company has completed all necessary information, consultation and notification requirements to its employees and their Representatives regarding all matters on which consultation and notification is required by applicable Law or Company Plan, including any required consultation relating to the consummation of the transactions contemplated by this Agreement. The Company has not incurred any liability for any failure to provide information and/or to consult with current or former employees, consultants, managers, directors, officers or contractors and their Representatives.

(f) Except as set forth on Schedule 3.9(f), no Company Employee or Seller is a party to any confidentiality, noncompetition, proprietary rights or other similar Contract with any Person other than the Company. No employee, consultant, manager, director, officer or independent contractor of the Company is in violation of any term of any employment

Contract, confidentiality, noncompetition or other proprietary rights Contract or any other Contract relating to the right of such Person to be employed by, or provide services to, the Company.

(g) Within the past five (5) years, the Company has not implemented any plant closing or layoff of employees that could implicate (without regard to any actions that could be taken by the Company following the Closing) the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar Law. Schedule 3.9(g) sets forth a list of all pending workers compensation claims, including the reserve amount that has been established for each claim, which reserve constitutes an estimate of the total related settlement liability.

(h) Except as set forth on Schedule 3.9(h), there is no employment-related Action or audit of any kind pending or threatened relating to compliance with or an alleged violation or breach of any Company Plan or Law applicable thereto.

(i) The Company is compliance with the WARN Act and all similar Laws outside the U.S. and have not caused, nor will they cause, an event which would trigger the application of the notice or compensation obligations of any such Laws.

(j) All of the employees of the Company who perform services in the United States are either United States citizens or are legally entitled to work in the United States under the Immigration Reform and Control Act of 1986, as amended, other United States immigration Laws and the Laws related to the employment of non-United States citizens applicable in the state in which the employees are employed. Any employee of the Company who performs services outside the United States is legally entitled to work in the country in which such employee performs services and the reporting and payment of, and withholding from, such employee's salary and other compensation complies with all applicable Laws in both the United States and the work country (including social security contributions, where applicable).

3.10 **Employee Benefit Plans**.

(a) Schedule 3.10 contains a true and complete list of each "employee benefit plan" (within the meaning of Section 3(3) of ERISA), including multiemployer plans within the meaning of Section 3(37) of ERISA, and all equity, stock purchase, stock option, severance, employment, change-in-control, fringe benefit, collective bargaining, bonus, incentive, employment, salary or payroll continuation, deferred compensation, employee loan and all other employee benefit plans, agreements, Contracts, programs, policies or other arrangements, whether or not subject to ERISA (including any funding mechanism now in effect or required in the future as a result of the transaction contemplated by this Agreement or otherwise), whether formal or informal, individual or applicable to a group, oral or written, legally binding or not, (i) under which any current, former or retired employee, member, manager, director or service provider of the Company (the "Company Employees") has any present or future right or rights (ii) which are contributed to, required to be contributed to, sponsored by or maintained by the Company or (iii) under which the Company has any present or future liability. All such plans, Contracts, agreements, programs, policies and arrangements shall be collectively referred to as the "Company Plans." Each Company Plan is, by its terms able to be unilaterally amended or terminated by the Company.

(b) The Company Plans have been maintained and operated in accordance with their terms, with all provisions of applicable Laws, including the Code and ERISA to the extent applicable, with any Tax Laws with which compliance was intended or communicated though not required, and to the extent required to be registered with, or intended to be qualified with, an applicable Governmental Authority have been so registered or qualified and have been maintained in good standing with applicable Governmental Authorities.

(c) With respect to each Company Plan, the Company has provided to Parent a current, accurate and complete copy (or, to the extent no such copy exists, an accurate description) of the governing documents thereof and, to the extent applicable: (i) any related trust agreement or other funding instrument; (ii) the most recent determination letter, if applicable; (iii) any summary plan description, summaries of material modifications related thereto, and other written communications (or a description of any oral communications) by the Company to the Company Employees concerning the extent of the benefits provided under a Company Plan; (iv) all material written correspondence to or from any Governmental Authority relating to a Company Plan; and (v) if applicable, for the three most recent years (A) the Form 5500 and attached schedules, (B) audited financial statements and (C) actuarial valuation reports.

(d) Each Company Plan which is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter as to its qualification, and nothing has occurred, whether by action or failure to act, that could reasonably be expected to cause such determination letter to be revoked. No event has occurred with respect to the Company Plans, and to the Knowledge of Sellers, no condition exists that would subject the Company, either directly or by reason of its affiliation with any ERISA Affiliate, to any Tax, fine, Lien, penalty or other liability imposed by ERISA, the Code or other applicable Laws (other than any such liability that may arise in the ordinary course of business). All contributions, premiums and other payments (including all employer contributions and employee salary reduction contributions) required by and due under the terms of each Company Plan have been made on a timely basis and all contributions, premiums and payments for any period ending on or before the Closing Date that are not yet due shall be paid to each such plan or fully accrued as a liability in the Net Working Capital.

(e) Neither the Company nor any ERISA Affiliate has ever maintained, established, sponsored, participated in, or contributed to, any (i) pension plan which is subject to Title IV of ERISA or Section 412 of the Code, (ii) "defined benefit plan" within the meaning of Section 3(35) of ERISA or Section 414(j) of the Code, (iii) "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA), (iv) "multiple employer plan" (as defined in ERISA or the Code), (v) "funded welfare plan" within the meaning of Section 419 of the Code, or (vi) foreign benefit plan that is a defined benefit retirement plan other than as required pursuant to applicable Law. No Company Plan provides health benefits that are not fully insured through an insurance contract.

(f) With respect to any Company Plan, (i) no Actions (other than routine claims for benefits in the ordinary course) are pending or, to the Knowledge of Sellers, threatened, and (ii) no administrative investigation, audit or other administrative proceeding by the department of labor, the IRS or other Governmental Authority is pending or, to the Knowledge of Sellers, threatened.

(g) No Company Plan exists that, as a result of the execution of this Agreement, approval of this Agreement by the Sellers, or the transactions contemplated by this Agreement (whether alone or in connection with any subsequent event(s)), (i) will result in severance pay or any increase in severance pay upon any termination of employment after the date of this Agreement pursuant to any Company Plan, (ii) will accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other obligation pursuant to, any of the Company Plans or (iii) will cause the Company to record additional compensation expense on its income statement with respect to any equity based award. Except as expressly contemplated or permitted by this Agreement, no changes have been made to the terms and conditions in any Company Plan for a reason connected with the transactions contemplated by this Agreement.

(h) Schedule 3.10(h) lists each Company Plan that, based on current guidance, is reasonably characterized as a "nonqualified deferred compensation plan" (as described in Section 409A(d)(1) of the Code). All such Company Plans have been administered in good faith compliance with Section 409A of the Code and the guidance issued thereunder. No such Company Plan provides for or permits the Company to gross up or indemnify a participant for any excise Tax paid or payable by the participant under section 409A of the Code (including taking into account the transactions contemplated by this Agreement).

(i) Except as set forth on Schedule 3.10(i), no individual will as a direct or indirect result of the transactions contemplated hereby, accrue or receive additional benefits, severance, termination allowance, service or accelerated rights to payments under any Company Plan or Contract, including any parachute payment (as defined in Section 280G of the Code and Treasury Regulations Section 1.280G-1Q/A-2) or the right to receive any gross up or other payment in connection with the imposition of any Tax (including any excise Tax or other amounts pursuant to Section 4999 of the Code).

(j) Nothing exists that would limit or restrict the right of the Company to modify, merge, amend or terminate any of the Company Plans, or any Contract related to any of the Company Plans, at any time at the sole discretion of the sponsor thereof without further liability other than for routine administrative costs, costs for claims incurred prior to the date of termination and payments as may be imposed by applicable Law or the terms of such Company Plan.

(k) The Company has no liability with respect to post employment or retiree health, medical or life insurance benefits or other welfare benefits for any individual after such individual's termination of service with the Company, other than pursuant to the terms of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or comparable state Law.

(l) No individual classified as a non-employee, including any independent contractor, leased employee or consultant, for purposes of receiving employee benefits, regardless of treatment for other purposes, is eligible to participate in, or receive benefits under, any Company Plan that does not specifically provide for their participation.

(m) Schedule 3.10(m) sets forth a true and complete list of each Company Employee with outstanding sick bank and vacation time, separated by the current year's earned by unused time and any carryover.

(n) "ERISA Affiliate" means any trade or business (whether or not incorporated) which would be considered a single employer with the Company pursuant to Section 414(b), (c), (m) or (o) of the Code and the regulations promulgated under those sections or pursuant to Section 4001 of ERISA and the regulations promulgated thereunder.

3.11 **Contracts**

(a) Schedule 3.11(a) sets forth a list of each of the following Contracts to which the Company is a party or by which any of its properties or assets are bound (the "Material Contracts"), correct and complete copies of which have been provided to Parent:

(i) each Contract involving consideration paid or payable to the Company, including with respect to products or services, in excess of $10,000 in any given year or in excess of $10,000 in the aggregate and which, in each case, cannot be cancelled by the Company without penalty on not more than ninety (90) days' notice;

(ii) each Contract that requires the Company to make payments of more than $10,000 in any given year or more than $10,000 in the aggregate and which, in each case, cannot be cancelled by the Company without penalty on not more than ninety (90) days' notice;

(iii) any Contract imposing any restriction on the right or ability of the Company, or to the Knowledge of Sellers, any employees thereof to (A) compete with, or solicit the services or employment of, any other Person; (B) sell any product or other asset, or perform services anywhere in the world; (C) acquire any product, other asset or any services from any other Person, sell any product or other asset to or perform any services for any other Person, or transact business or deal in any other manner with any other Person; (D) disclose any information otherwise permitted to be disclosed under applicable Law; or (E) which, following the Closing, might so limit Parent;

(iv) each Contract with a sole source supplier of raw materials or components;

(v) each Contract containing (A) a most-favored-nation, best pricing or other similar term or provision by which another party to such Contract is or could become entitled to any benefit, right or privilege which, under the terms of such Contract, must be at least as favorable to such party as those offered to another Person or (B) any Contract containing a requirement to deal exclusively with or grant exclusive rights or rights of first refusal to any manufacturer, customer, vendor, supplier, distributor, contractor or other party;

(vi) any indemnification agreement or other Contract pursuant to which the Company is or could become obligated to indemnify or hold harmless any other Person, other than pursuant to the standard terms and conditions with respect to products sold and services rendered by the Business;

(vii) each management or consulting Contract that requires the Company to make payments of more than $10,000 in any given year or more than $10,000 in the aggregate;

(viii) all employment, labor, severance, change in control, termination or retention agreements or any other Contract, including all confidentiality, nondisclosure or similar agreements, with any current or former shareholder, officer, Company Employee, director, independent contractor or consultant (or similar arrangement) of the Company;

(ix) Contracts or plans, including any stock option plan, stock appreciation rights plan, stock purchase plan or any other compensation or Company Plan of the Company, in each case, (A) which are not cancellable without payment or (B) any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the consummation of the transactions contemplated hereby or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated hereby, or otherwise relating to payments upon a change of control of the Company;

(x) each distributor, franchise, manufacturer's representative Contract, representative, development broker or sales agent Contract, or similar Contract in excess of $10,000 in any given year or in excess of $10,000 in the aggregate;

(xi) all collective bargaining agreements or Contracts with any labor organization, union or association;

(xii) each Contract related to the acquisition or disposition of any business or ownership interest in any Person (whether by merger, sale of stock, sale of assets or otherwise) or any acquisition or disposition of more than $10,000 of assets not in the Ordinary Course of Business;

(xiii) any Contract involving the lease or sublease of personal property made by or to the Company involving rental payments in excess of $10,000 in any given year or in excess of $10,000 in the aggregate;

(xiv) all Contracts between or among the Company on the one hand and any Seller or any Affiliate of a Seller (other than the Company) on the other hand;

(xv) any Contract requiring capital expenditures by the Business in excess of $10,000;

(xvi) each Contract with respect to Indebtedness, including promissory notes, letters of credit, guaranties, indentures, swaps, hedges, foreign exchange and similar agreements;

(xvii) any Contract granting to the Company a license or other right to any Intellectual Property (excluding any Off-the-Shelf Software), or granting to any other Person a license or other right to any Intellectual Property, and any other Contract relating to the development, use, sale, license or ownership of Intellectual Property (excluding any Off-the-Shelf Software), including any Contract imposing any restriction on the right or ability of the Company, or to the Knowledge of Sellers, any employees thereof to develop, use, sell or license any Intellectual Property;

(xviii) each partnership, alliance, teaming or joint venture Contract;

(xix) any settlement agreement with any Governmental Authority or third party within the preceding twelve (12) months or pursuant to which there are outstanding obligations on the Company or any Seller; and

(xx) any other Contract material to the Business as a whole.

Each of the Material Contracts is in full force and effect and is a valid and binding agreement of the Company and each other party thereto, and is enforceable in accordance with its terms, and there is no default or breach or event which could constitute a default or breach (with notice or lapse of time or both) by the Company or, to the Knowledge of Sellers, any other party thereto, in the timely performance of any obligation to be performed or paid thereunder or any other material provision thereof. The Company has not received notice from any other party to a Material Contract that such party intends either to repudiate, modify, cancel or terminate a Material Contract and each Material Contract will continue in full force and effect without penalty or other adverse consequence upon consummation of the transactions contemplated by this Agreement.

3.12 **Legal Proceedings**. Except as set forth on Schedule 3.12, there is no, and since October 29, 2014, there has not been any Legal Proceeding pending or, to the Knowledge of Sellers, threatened against the Company or affecting or relating to any of the properties or assets of the Company, the Business, the transactions contemplated by the Transaction Documents or, as to matters related to the Company, against any director, member, Seller, officer or employee of the Company in their respective capacities as such, to the Knowledge of the Sellers, are there grounds on which any such Legal Proceeding might be commenced with any reasonable likelihood of success. There are no Orders binding against the Company.

3.13 **Intellectual Property.**

(a) Schedule 3.13(a) sets forth a true and complete list of all of the following owned by the Company: (i) patents and patent applications; (ii) registrations for and applications to register Marks; (iii) copyright registrations and applications; (iii) Software; and (iv) all other material Intellectual Property (collectively, the "Scheduled IP"). For each item of Scheduled IP, Schedule 3.13(a) specifies, as applicable: (w) the nature of such Scheduled IP, (x) the jurisdiction in which such Scheduled IP is issued, registered or filed, (y) the applicable registration or application numbers for such Scheduled IP and (z) for each patent and patent application, each and every inventor of the claims thereof as determined in accordance with the Laws of the jurisdiction in which such patent is issued or such patent application is pending.

(b) Except as set forth on Schedule 3.13(b): (i) the Company exclusively owns all right, title and interest in and to all Company IP, free and clear of all Liens other than Permitted Liens; (ii) the Company is currently in compliance with all formal legal requirements (including, as applicable, payment of filing, examination and maintenance fees, proofs of working or use, timely post-registration filing of affidavits of use and incontestability and renewal applications) with respect to the Company IP, and, in the case of patents, registrations or applications included in the Company IP, ownership thereof is recorded in the name of the Company (without any breaks in the recorded chain-of-title and without any recorded Liens other than Permitted Liens); (iii) the Company IP and the Licensed IP together include all of the Intellectual Property that is used in, held for use in or necessary for the operation of the Business; and (iv) during the three (3) year period prior to the date hereof, the Company has not assigned any Intellectual Property to any Person. None of the Sellers own or possess any interest in any Intellectual Property that is used in, held for use in or related to the Business and, during the three (3) year period prior to the date hereof, none of them have assigned or otherwise transferred any interest in any such Intellectual Property to any Person (other than the Company).

(c) The Company has not infringed, misappropriated, violated or otherwise made any unlawful use of any Intellectual Property of any Person (including of any Sellers) and the operation of the Business does not, and will not, infringe, misappropriate, violate or otherwise make any unlawful use of any Intellectual Property of any Person (including of any Sellers). Neither the Sellers nor the Company has received any written notice, and no Action has been instituted, settled or, to the Knowledge of Sellers, threatened, that alleges or alleged any such infringement, misappropriation, violation, or other unlawful use (including any such Action seeking that the Sellers or the Company license, or refrain from using, any Intellectual Property of any Person). No Order exists that would enjoin or restrain the operation of the Business in any way for infringing, misappropriating, violating, or otherwise using unlawfully any Intellectual Property of any Person.

(d) To the Knowledge of Sellers, no Person has infringed, misappropriated, violated or otherwise used unlawfully any Company IP or any Licensed IP for which the Company has the right to enforce or cause enforcement. The Company has not sent any written notice or instituted, settled or threatened any Action that alleges or alleged any such infringement, misappropriation, violation or other unlawful use (including any such Action seeking that any Person license, or refrain from using, any Company IP or any Licensed IP for which the Company has the right to enforce or cause enforcement). The Company has taken all reasonable and desirable steps to maintain and protect all of the Company IP so as not to adversely affect the validity or enforceability thereof, and no loss or expiration of any of the Company IP is threatened, pending or reasonably foreseeable, except for Intellectual Property expiring at the end of its statutory term (and not as a result of any act or omission by the Company, including a failure to pay any required maintenance fees). Without limiting the foregoing, the Company has not disclosed any Trade Secrets to any Person, except pursuant to a Material Contract set forth on the Schedule 3.13(a) or a non-disclosure agreement in the form provided to the Parent and listed on Schedule 3.13(a). No Person has instituted or, to the Knowledge of Sellers, threatened any action alleging the validity or enforceability, or challenging the ownership or use of, any Company IP. To the Knowledge of Sellers, all Company IP is valid and enforceable.

(e) Schedule 3.13(e) sets forth a complete and accurate list of all Persons who have conceived, reduced to practice, authored or otherwise created or developed any Intellectual Property for the Company, including Software. Except as set forth on Schedule 3.13(e), the Company has obtained from its current and former employees and all other Persons who have conceived, reduced to practice, authored or otherwise created or developed any Intellectual Property for the Company, all right, title and interest in and to all such Intellectual Property, free and clear of all Liens, whether by operation of law or through written assignments. To the Knowledge of Sellers, the Company does not use or license any Intellectual Property owned by any current or former employee or independent contractor.

(f) To the Knowledge of Sellers, no other Person has licensed or disclosed the source code for any of the Company Software to any other Person. The Company owns and possesses complete copies of (1) all versions, updates, upgrades and improvements, in both source code and executable form (in electronic form), of the Company Software and (2) all documentation and related information, in any form, used by or on behalf of the Company to design, develop, compile, test, use, distribute, support, maintain and modify the Company Software, including any encryption keys and other information necessary to decrypt any aspects of the Material Software that are encrypted in any way, and all copies thereof (the "Documentation").

(g) Except as set forth on Schedule 3.13(g), none of the Licensed Software or Licensed Software Modifications is material to the Business, and the disclosure of the source code for any Licensed Software or Licensed Software Modifications to, or the use of any of the Licensed Software or Licensed Software Modifications by, any of the Company's competitors would not have a material effect on the Company or the Business or a Material Adverse Effect. Schedule 3.13(g) sets forth a complete and accurate list of all Licensed Software that is or is intended to be incorporated into or otherwise distributed in connection with any of the Company's products or services, and sets forth for each listed item the Material Contract pursuant to which such item is licensed to the Company. Schedule 3.13(g) sets forth a complete and accurate list of all Licensed Software Modifications, and sets forth for each listed item the corresponding Licensed Software and the Material Contract pursuant to which such item was made.

(h) Schedule 3.13(h) sets forth a complete and accurate list of all Open Source Software that is incorporated into or combined with any Company Software, or that is or is intended to be incorporated into or otherwise distributed in connection with any of the Company's products or services, and sets forth for each listed item the applicable OSS License. Schedule 3.13(h) sets forth a complete and accurate list of all OSS Modifications. None of the Company Software is subject to an OSS License that requires any source code for the Company Software to be disclosed or otherwise made available or provided, or otherwise requires the Company Software to be distributed or made available or provided, to any other Person.

(i) The Company Software does not contain any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "Easter Eggs," (as these terms are commonly used in the computer software industry), or other malicious code designed to permit unauthorized access to any software, systems or data or to otherwise perform harmful acts.

The Documentation correctly describes the material features and functions of the Company Software, and there are no material errors in such Documentation. The Documentation includes all of the information necessary for a computer programmer of ordinary skill in the specific type of programming related to the Company Software to design, develop, compile, test, use, distribute, support, maintain and modify all versions of the Company Software. When used with the recommended computer hardware and applicable Licensed Software, the Company Software correctly performs the material features and functions described in the Documentation, free of errors and bugs, other than errors or bugs that do not substantially impact the use or operation of, or significantly degrade the performance of, the Company Software.

3.14 **Insurance.** Schedule 3.14 sets forth, as of the date of this Agreement, a complete and accurate list of all policies of insurance covering the current operations of the Company and the Business and each such policy has been provided to Parent. All such policies are in full force and effect and all premiums due thereunder have been paid and there is no requirement for the Company to make retroactive payments on account of such policies. The Company has not, in the past five (5) years, been in default with respect to its obligations under any such policies. The Company has not been denied insurance coverage under any such policy, and no insurer has reserved any rights with respect to any claim, in the five (5) years prior to the date hereof. The Company has not received notification of cancellation of any such insurance policies.

3.15 **Environmental Matters.** Except as set forth on Schedule 3.15:

(i) The Company has been and is currently in compliance in all respects with all applicable Environmental Laws, and possesses and has been and is currently in compliance in all respects with all Permits required pursuant to all applicable Environmental Laws for the ownership or operation of all of the Company's owned or leased properties and facilities.

(ii) The Company has not received any written or other notification, report, complaint or claim regarding any actual or threatened corrective, investigatory or remedial obligations concerning any Release of any Hazardous Substance or other alleged violation of any Environmental Law, or any actual or threatened liability thereunder, or alleged failure to hold any Environmental Permit arising under Environmental Laws which relate to the Company or any of the its currently or formerly owned or leased properties or facilities or any off-site disposal facility at which any waste from the Company was disposed.

(iii) There are no underground storage tanks or related piping, active or abandoned, at any Real Property in a condition that as of the Closing Date requires pursuant to any Environmental Law (whether or not discovered as of the Closing Date or the subject of a current notice, claim or government investigation as of the Closing Date), any remedial action by the Company pursuant to any Environmental Law. There are no Hazardous Substances present on or in the Environment at any Real Property or at any geologically or hydrologically adjoining property, including any Hazardous Substances contained in barrels, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of such Real Property or adjoining property, or incorporated into any structure therein or thereon. No Hazardous Substance has been Released or is present in the Environment at, or under or migrating from any Real Property or any off-site disposal facility at which any waste from the Company was disposed, in an amount or concentration that requires any investigation or remedial action by the Company pursuant to, any Environmental Law.

(iv) There is no condition on any Real Property owned or leased, or formerly owned or leased for use by the Company for which the Company has or would have any obligation to undertake any investigation, cleanup or remedial action pursuant to Environmental Laws or under any Real Property Lease.

(v) There are no Hazardous Substances present on, in, under or migrating from any Real Property owned or leased, or formerly owned or leased, by the Company, and no disposal, arrangement for disposal, generation, release, discharge, spill, storage, transportation, handling, treatment or exposure to any person, of Hazardous Substances has occurred on, in or under any Real Property owned or leased, or formerly owned or leased, by the Company so as to give rise to any current or future Liabilities of the Company under any Environmental Law.

(vi) Schedule 3.15(vi) sets forth all environmental audits, reports and other environmental documents relating to the Company and its Real Property that are in the Company's or Sellers' possession or under their respective reasonable control, and the Company or the Sellers have provided such documents to Parent.

3.16 **Absence of Certain Developments**. Except for the transactions contemplated hereby or as set forth on Schedule 3.16, since December 31, 2016, the Company has conducted the Business only in the ordinary course of business. Without limiting the foregoing, since December 31, 2016, except as set forth on Schedule 3.16, the Company has not:

(a) suffered a Material Adverse Effect or suffered any theft, damage, destruction or casualty loss in excess of $10,000 in the aggregate to its assets, whether or not covered by insurance;

(b) entered into any settlement regarding the breach or infringement of, any Intellectual Property;

(c) subjected any portion of its properties or assets to any Lien (other than Permitted Liens and Liens that will be released at or prior to the Closing);

(d) sold, acquired, leased, subleased, licensed, assigned, transferred or otherwise disposed of any of its tangible or intangible assets (including Intellectual Property assets) (except for sales of inventory granted in the ordinary course of business to unaffiliated third Persons on an arm's length basis), or disclosed any Confidential Information (other than pursuant to agreements requiring the Person to whom the disclosure was made to maintain the confidentiality of and preserving all rights of the Company in such Confidential Information);

(e) waived, canceled, compromised or released any material rights or material claims of value;

(f) made any change in the employment terms for any of its directors, officers or employees except (i) as required pursuant to the terms of any Company Plan or (ii) for increases in annual salary or hourly wages or cash bonuses in the Ordinary Course of Business;

(g) made any change in its accounting (including Tax accounting) principles, methods or practices, except for any such change required by reason of a concurrent change in GAAP, made or changed any Tax election, or settled any Tax controversy;

(h) authorized, committed to or made any capital expenditures in excess of $10,000 in the aggregate;

(i) instituted, compromised or settled any litigation (whether civil, criminal, administrative, in law or at equity) or arbitration proceeding;

(j) proposed or adopted a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company;

(k) engaged in any transactions with, or entered into any Contracts or agreements with, any Affiliates of the Company, except to the extent required by Law or any existing agreements listed on Schedule 3.11(a);

(l) dismissed any member of the Company's senior management team;

(m) encountered any labor union organizing activity, had any actual or threatened employee strikes, work stoppages, slowdowns, lockouts or other labor disruptions;

(n) entered into any new (A) employment or consulting agreement providing for fixed compensation in excess of $10,000, (B) severance or termination agreement, or (C) collective bargaining agreement with any employee;

(o) made any material changes in its employee benefit plans, programs or arrangements, or in wages, salary, or other compensation with respect to its officers, directors, or employees;

(p) taken any action to accelerate any payments, rights or benefits of any officer or executive, or dismissed or terminated the employment of any officer or executive; or

(q) committed or agreed, in writing or other legally binding manner, to any of the foregoing, except as expressly contemplated by this Agreement.

3.17 **Customers and Suppliers**. Schedule 3.17 sets forth lists of the ten (10) largest suppliers and ten (10) largest customers of the Company (other than Parent and its Affiliates), based on the dollar amount of sales or purchases for fiscal years 2016 and 2017 and for year-to-date 2018, and (a) in the case of suppliers, the dollar volume of payments made to such suppliers during such periods and (b) in the case of customers, the amount of revenue and percentage of total revenue accounted for by each such customer during such periods. As of the date hereof, no such customer or supplier has indicated in writing that it (and to the Knowledge of Sellers, no such customer or supplier) intends to terminate or reduce its relationship with the Company.

3.18 **No Brokers**. No broker, finder or similar agent has been employed by or on behalf of the Company and no Person is entitled to any brokerage commission, finder's fee or any similar compensation from the Company in connection with this Agreement or the transactions contemplated hereby and neither Parent nor the Company will have any liability, accrued or contingent, with respect thereto.

3.19 **Product Warranty; Products Liability**.

(a) All of the products produced, sold, licensed and delivered by the Company (the "Products") and the services performed by the Company have conformed with all applicable contractual commitments and all express and implied warranties, and the Company has no Liability for replacement or repair thereof or other damages in connection therewith in excess of the reserve for product warranty claims set forth on the face of the Company Financial Statements (rather than in any notes thereto) as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of the Company. All Products sold by the Company comply with all industry and trade association standards and legal requirements, if any, applicable to such Products, including consumer product, manufacturing, labeling, quality and safety laws of the United States and each state in which the Company sells the Products and each other jurisdiction (including foreign jurisdictions) in which the Company sells the Products. There are no latent or overt design, manufacturing or other defects in any Product. None of the Products has been subject to recall. The warranty reserves on the Company Financial Statements are reasonable based on past experience and have been accrued in accordance with GAAP applied on a consistent basis. Except as set forth on Schedule 3.19(a), the Company is not aware of any facts or circumstance which, given the passage of time, could result in a claim against the Company for the breach of any applicable contractual commitment or express or implied warranty. Schedule 3.19(a) sets forth the standard warranty terms on which all Products offered by the Company are sold. Except as set forth on Schedule 3.19(a), the Company has not offered any Products for sale on terms that deviate from the terms set forth on such schedule.

(b) There are no existing or, to the Knowledge of Sellers, threatened product liability or other similar claims against the Company for Products or services of the Business which are defective. The Company has not received any Order stating that any Product is defective or unsafe or fails to meet any standards promulgated by any such Governmental Authority. Except as set forth on Schedule 3.19(b), the Company is not aware of any facts or circumstance which, given the passage of time, could result in product liability or other similar claims against the Company for Products or services of the Business which are defective.

3.20 **Transactions with Affiliates**. Except as set forth on Schedule 3.20, there are no Contracts between the Company and any present or former director, member, shareholder, officer or employee of the Company, or to the Knowledge of Sellers, any Family Member of such director, member shareholder, officer or employee, or any Person Controlled by such director, member shareholder, officer or employee or her or his Family Members, or any

Affiliate of the Company. No director, member, shareholder, Affiliate or officer of the Company or, to the Knowledge of Sellers, any employee of the Company or any of their respective Family Members, owns directly or indirectly, on an individual or joint basis, any interest in, or serves as an officer or director, member, manager or in another similar capacity of, any competitor, customer or supplier of the Company, or any organization which has a Contract with the Company. No director, member, shareholder, member, Affiliate or officer of the Company or, to the Knowledge of Sellers, any employee of the Company or any of their respective Family Members, is currently, or has been, involved in any transaction or other business arrangement or relationship with the Company (other than as a director, member, shareholder, officer or employee of the Company, as the case may be), is entitled to any payment or transfer of any assets from the Company or owns or has any interest in any property (including the Real Property) or asset owned, leased, licensed or used by the Company.

3.21 **Bank Accounts; Powers of Attorney**. Schedule 3.21 lists each bank, trust company, savings institution, brokerage firm, mutual fund or other financial institution with which the Company maintains an account or safe deposit box, the name of the entity that maintains such account or safe deposit box and the names and identification of all Persons authorized to draw on or to have access to such accounts. Except as set forth on Schedule 3.21, there is no Person holding a power of attorney on behalf of Company.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

As a material inducement to Parent and Subco to enter into this Agreement and consummate the transactions contemplated hereby, each Seller represents and warrants to Parent and Subco as follows:

4.1 **Authority, Validity and Effect**. Such Seller has the requisite power and authority and capacity, as the case may be, to execute and deliver this Agreement and the other Transaction Documents to which such Seller is a party, perform her, his or its, as the case may be, obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by such Seller pursuant to all necessary authorization and is the legal, valid and binding obligation of such Seller and, assuming due authorization, execution and delivery by Parent and Subco, is enforceable against such Seller in accordance with its terms.

4.2 **Title**. Such Seller: (a) is the record and beneficial owner of the Units set forth opposite such Seller's name on Schedule 3.2(c) hereto; (b) has full power, right and authority, and any approval required by Law, to make and enter into this Agreement and the other Transaction Documents to which such Seller is a party, and to sell, transfer and deliver her, his or its, as the case may be, Units to Parent; and (c) has good and valid title to her, his or its, as the case may be, Units, free and clear of all Liens. Upon the consummation of the transactions contemplated by the Transaction Documents in accordance with the terms thereof, Parent will acquire good and valid title to such Seller's Units, free and clear of all Liens.

4.3 **Consents**. No Consent is required to be obtained by such Seller for the consummation by such Seller of the transactions contemplated by this Agreement and the

Transaction Documents and neither the execution and delivery of this Agreement and the other Transaction Documents to which such Seller is a party by such Seller, nor the consummation by such Seller of the transactions contemplated hereby and thereby, nor compliance by such Seller with any of the provisions hereof or thereof will conflict with any other agreement or understanding (whether written or oral) to which such seller is a party relating to the sale of the Units.

4.4 **Litigation**. There are no Actions or Orders pending or, to such Seller's knowledge, threatened against or affecting such Seller at law or in equity, or before or by any Governmental Authority which would adversely affect such Seller's performance under this Agreement and the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby and to the knowledge of such Seller, there is no basis known for any of the foregoing.

4.5 **No Brokers**. No broker, finder or similar agent has been employed by or on behalf of such Seller and no Person is entitled to any brokerage commission, finder's fee or any similar compensation from such Seller in connection with this Agreement or the transactions contemplated hereby.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PARENT

Parent, represents and warrants to the Sellers as follows:

5.1 **Organization; Authorization, Validity and Effect**. Parent is a corporation duly organized, validly existing and in good standing under the federal Laws of Canada and has the requisite corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to be executed and delivered by it, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on the part of Parent. This Agreement has been duly and validly executed and delivered by Parent and constitutes the valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as limited by (a) applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect and (b) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).

5.2 **No Conflict; Required Filings and Consents.**

(a) Neither the execution and delivery of this Agreement and the other Transaction Documents by Parent, nor the consummation by Parent of the transactions contemplated hereby and thereby, nor compliance by Parent with any of the provisions hereof or thereof, will (i) conflict with or result in a breach of any provisions of the certificate of incorporation or bylaws of Parent, or (ii) subject to receipt of the requisite approvals referred to on Schedule 5.2, if any, violate any Order or Law applicable to Parent.

(b) Other than as set forth on Schedule 5.2, no Consent under any material agreement of Parent is necessary for the consummation by Parent of the transactions contemplated by the Transaction Documents.

5.3 **Investment Intent**. Parent is acquiring the Units for its own account for investment purposes only and not with a view to any public distribution thereof or with any intention of selling, distributing or otherwise disposing of the Units in a manner that would violate the Florida Limited Liability Company Act, or any similar provisions of any applicable Law.

5.4 **Financial Capability**. Parent has immediately available funds in cash and other resources available (a) to pay the Purchase Price and (b) to perform its obligations hereunder.

5.5 **No Brokers**. No broker, finder or similar agent has been employed by or on behalf of Parent, with respect to the purchase and sale of Units contemplated in this Agreement and no Person is entitled to any brokerage commission, finder's fee or any similar compensation from Parent in connection with the purchase and sale of Units contemplated in this Agreement.

5.6 **Organization; Authorization, Validity and Effect (Subco)**. Subco is a corporation duly organized, validly existing and in good standing under the federal Laws of Canada and has the requisite corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to be executed and delivered by it, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on the part of Parent. This Agreement has been duly and validly executed and delivered by Parent and constitutes the valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as limited by (a) applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect and (b) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).

ARTICLE VI
PRE-CLOSING COVENANTS AND AGREEMENTS

6.1 **General.**

Subject to the terms and conditions of this Agreement and all Laws, each party hereto will (a) take all actions and do all things necessary, proper or advisable to perform its obligations under this Agreement which are required to be performed on or prior to the Closing Date, and use commercially reasonable efforts to consummate and make effective the transactions contemplated by this Agreement as promptly as reasonably practical and (b) execute and deliver such other documents, certificates, agreements and other writings and will take such other actions as may be necessary or desirable in order to timely consummate or implement the transactions contemplated by this Agreement.

6.2 **Government Third Party Consents.**

Prior to the Closing Date, each Seller and the Company will give all required notices to third parties and Governmental Authorities and will use commercially reasonably efforts to obtain all Permits and Consents as may be required or appropriate in connection with the consummation of the transactions contemplated by this Agreement and to preserve all rights and benefits of the Business. Notwithstanding the foregoing, only those Consents and landlord estoppel certificates listed on Schedule 6.2 will be required to be obtained by Sellers on or prior to the Closing Date (collectively, the "Closing Required Consents"). For the avoidance of doubt, the Company shall satisfy, prior to Closing, all obligations (including any payments) required in order that the applicable Permit, Contract or other instrument or right to which such Required Consent relates continues in full force and effect and on identical terms to those the Business enjoyed immediately prior to Closing. Parent will provide reasonable cooperation with Sellers with respect to obtaining the Required Consents; provided that Parent will not be obligated to make any payment or expenditure with respect to obtaining the Required Consents, except for any Required Consent which constitute Permits for which a payment or expenditure is required in any event.

6.3 **Interim Conduct of the Business**

(a) Except as may be prohibited by Law or as expressly permitted by this Agreement, from and after the date of this Agreement through the Closing, Sellers and the Company will: (i) conduct the operations of the Business in the Ordinary Course of Business, (ii) use commercially reasonable efforts to maintain insurance in such amounts and against such risks and losses as are consistent with past practice and apply all insurance proceeds received with respect to claims made for assets to replace or repair, as applicable, such assets and (iii) use commercially reasonable efforts to: (A) preserve intact the Business' business organizations, (B) keep available the services of its current officers and the current Company Employees, (C) preserve the goodwill of those having business relationships with the Business, (D) preserve its relationships with customers, creditors and suppliers, (E) maintain its books, accounts and records and (F) comply with Laws.

(b) Notwithstanding the foregoing, except with the prior written consent of Parent (such consent or denial not to be unreasonably withheld or delayed), the Company shall not take any of the following actions on or prior to the Closing:

(i) amend its certificate of incorporation or bylaws (or equivalent governing documents);

(ii) waive, cancel or write off any rights, claims, Account Receivable or any amounts payable to it, except in the Ordinary Course of Business;

(iii) enter into any transaction, contract, agreement or commitment, except in the Ordinary Course of Business;

(iv) purchase, lease or otherwise acquire any assets, except in the Ordinary Course of Business, or merge or consolidate with any entity or acquire any interest in any business or entity (whether by purchase of assets, purchase of stock, merger or otherwise);

(v) liquidate, dissolve or effect any recapitalization or reorganization in any form;

(vi) declare, set aside or pay any dividend or make any distribution with respect to its capital or redeem, purchase or otherwise transfer any Units or other equity interest the Company;

(vii) sell, lease, license, transfer, encumber or otherwise dispose of any of the Company's assets or any interests therein, other than Permitted Liens or assets used, consumed, replaced or sold in the Ordinary Course of Business;

(viii) issue, deliver, sell, authorize, pledge or otherwise encumber, split, combine, subdivide or reclassify any of the Units or other ownership interests of the Company;

(ix) create, incur, endorse, assume, otherwise become liable for or suffer to exist any new Indebtedness or guarantee any such Indebtedness, other than (A) Indebtedness existing as of the date of this Agreement and described on the Disclosure Schedules, (B) Indebtedness in favor of the Parent, and (C) borrowings under existing credit lines in the Ordinary Course of Business;

(x) incur any Liability, except Liabilities incurred in the Ordinary Course of Business, none of which is materially adverse to the Business;

(xi) create, incur, assume or suffer to exist any new Lien affecting any of the Company's assets, other than Permitted Liens;

(xii) change any of the accounting principles or practices used by it in the preparation of the Company Financial Statements;

(xiii) change its pricing policies or credit practices, the rate or timing of its payment of accounts payable or its collection of accounts receivable or change its earnings accrual rates on any Contracts to which it is a party or by which it is otherwise bound, except as required by GAAP;

(xiv) fail to pay any creditor any amount owed to such creditor when due, unless such amount is being contested or disputed in good faith;

(xv) enter into or renew any Contract with or engage in any transaction with any Affiliate for which Parent could have any Liability;

(xvi) make any capital investment in, or any loan to, any other Person;

(xvii) except for the purchase of supplies in the Ordinary Course of Business, make any capital expenditures or commitments for capital expenditures, either involving more than $10,000, or outside the Ordinary Course of Business;

(xviii) enter into any Material Contract of a type that would be required to be listed on Schedule 3.11(a) if entered into on or prior to the date hereof, or terminate, renew or amend in any material respect or waive any material right under any Material Contract;

(xix) make, rescind or change any Tax election, settle or compromise any Tax Liability, file any amendment to a Tax Return, settle any claim or assessment in respect of Taxes or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes, or with respect to the Company, change in any material respect any accounting method in respect of Taxes, except in the Ordinary Course of Business;

(xx) pay, discharge or satisfy any material Liabilities, except in the Ordinary Course of Business;

(xxi) settle or compromise any pending or threatened Legal Proceeding, in any way which would have any adverse impact upon, or create any Liability, for Parent or the Company;

(xxii) take or fail to take any action that will cause a termination of or breach or default under any Material Contract;

(xxiii) (A) grant any severance, retention or termination pay to, or amend any existing severance, retention or termination arrangement with, any current or former manager, officer, consultant or employee of the Company, (B) increase or accelerate the payment or vesting of benefits payable under any existing severance, retention or termination pay policies or employment agreements for any current or former manager, officer, consultant or employee of the Company, (C) enter into or amend any employment, consulting, deferred compensation or other similar agreement with any current or former manager, officer, consultant or employee of the Company, other than execution of the Company's standard employment terms and conditions by new employees in the Ordinary Course of Business, (D) establish, adopt or amend (except as required by Law) any collective bargaining agreement, bonus, profit-sharing, thrift, pension, retirement, post-retirement medical or life insurance, retention, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement (including any Company Plan) covering any present or former manager, director, officer, consultant or employee, or any beneficiaries thereof, of the Company, (E) undertake any office closing or employee layoffs, except in the Ordinary Course of Business, or (F) increase the compensation, bonus or other benefits payable or to become payable to any current or former manager, officer, consultant or employee of the Company, except in the Ordinary Course of Business limited to 2% annually on any individual basis; or

(xxiv) agree, resolve or commit to do any of the foregoing or any other action that would be reasonably likely to cause any of the conditions to the consummation of the transactions contemplated by this Agreement to not be satisfied.

6.4 **Full Access.**

Subject to Law and any applicable provision of an existing Contract, between the date of this Agreement and the Closing, upon the reasonable request of Parent, Sellers will, and shall cause the Company to, afford Parent and its officers, employees, agents and representatives full access during normal business hours to all premises, properties, management, information, books, records, contracts and documents of or pertaining to the Company and to all employees of the Company.

6.5 **Notice of Developments.**

On or prior to Closing, Parent will give prompt written notice to Seller's Representative of the occurrence or failure to occur of an event that would, or with the lapse of time, would reasonably be expected to cause any condition set forth in ARTICLE IX not to be satisfied and Seller's Representative will give prompt written notice to Parent of the occurrence or failure to occur of an event that would, or with the lapse of time, would reasonably be expected to cause any condition set forth in ARTICLE VIII not to be satisfied. Each Party will promptly notify the other on or prior to Closing if it receives any notice or communication indicating that the Consent of any Person is required in connection with the transaction contemplated hereby or by the Transaction Documents, as well as any notice or communication in respect of any Consent being obtained in connection with the transaction contemplated hereby or by the Transaction Documents. Without limiting the foregoing, on or prior to the Closing, Seller's Representative will give prompt written notice to Parent of the occurrence of any event which could reasonably be expected to result in a Material Adverse Effect. Seller's Representative may, prior to the Closing, deliver to Parent any new information concerning a change or any event subsequent to the date hereof which affects any Disclosure Schedule (each such additional written disclosure, a "Disclosure Schedule Supplement"), it being understood and agreed that neither the notice described above, any investigation of the Business made pursuant to Section 6.4, nor the delivery of a Disclosure Schedule Supplement will in any manner constitute a waiver by Parent of any of its rights contained in ARTICLE X or any of the conditions precedent to the Closing hereunder, including the condition contained in Section 9.1 or cure any breach of any representation, warranty or covenant contained herein.

ARTICLE VII
POST-CLOSING COVENANTS AND AGREEMENTS

7.1 **Further Assurances; Assistance and Cooperation.**

(a) Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

(b) For a period of six (6) years after the Closing Date, upon reasonable prior written notice, each of the Sellers on the one hand, and Parent on the other hand (as applicable), shall, and shall cause its respective Affiliates to, furnish or cause to be furnished to each other and their respective directors, officers, employees, consultants, advisors, auditors, agents or representatives (collectively, "Representatives") access, during normal business hours, to such information, books and records in their possession relating to the Business as may be reasonably necessary for financial reporting and accounting matters, for the defense of any third party Action involving the Business or the transactions contemplated by the Transaction Documents, reports or filings with any Governmental Authorities (other than those pertaining to an Action among Parent, its Affiliates or any Parent Indemnitees on the one hand and the Seller's Representative, one or more Sellers or any Seller Indemnitees on the other hand), or for the preparation and filing of Tax Returns, reports or forms for the defense of any Tax Matters; provided, that any books and records related to Tax Matters shall be made available pursuant to ARTICLE XI; and, provided, further, that with respect to any books and records related to any other Action, either party shall have reasonable access to such information until the applicable statute of limitations, if any, shall have expired. Except as otherwise agreed in writing, each party shall reimburse the other for reasonable out-of-pocket costs and expenses incurred in assisting the other pursuant to this Section 7.1(b). Each party shall have the right to copy any of such records at its own expense. Neither party shall be required by this Section 7.1(b) to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations.

(c) After the expiration of such six (6) year period (or the applicable statute of limitations with respect to any Tax Returns or other records relating to Tax Matters or any other Action), each of the Sellers on the one hand, and Parent (as applicable) on the other hand, shall, and shall cause their respective Affiliates to, provide at least sixty (60) days prior written notice to the other party of its intent to dispose of any books and records described in Section 7.1(b) relating to the Business, and such other party shall be given the opportunity, at its cost and expense, to remove and retain all or any part of such books and records as it may select.

(d) In the event and for so long as any Seller on the one hand, or Parent on the other hand, is actively contesting or defending after the Closing against any third party Action in connection with any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction involving the Business, the other party shall, and shall cause their respective Affiliates to, reasonably cooperate with the contesting or defending party and its counsel in the contest or defense, make available its personnel at reasonable times and upon reasonable notice and provide such testimony and access to its books and records as may be reasonably requested in connection with the contest or defense, at the sole cost and expense of the contesting or defending party (unless such contesting or defending party is entitled to indemnification therefor under ARTICLE X, in which case the costs and expenses shall be borne by the parties as set forth in ARTICLE X).

(e) Within a reasonable time following the Closing, the Company and the Parent shall enter into releases (the "Employee Releases") with Marie Lainhart and Imran Habib (the "Key Employees") upon terms satisfactory to the Company in its sole discretion. As consideration for the execution and delivery of the Employee Releases, the Parent shall issue to each of the Key Employees a number of common shares in the capital of Parent that is equal to US$15,000, provided that such common shares of Parent shall be issued at the price equal to the price of the common shares of Parent on the Closing Date.

(f) Within 10 days following the Closing Date, the Company and the Seller's Representative shall cooperate to amend the banking resolution(s) of the Company to include Michael Trimarco, Chris Cicolini, Jason Ewart, Michael Hilmer, Shawn Carden and Robert Parent as authorized signatories for banking purposes. For clarity, transfers of money under the new banking resolution(s) shall require the signature of at least two of the signatories listed above.

7.2 Non-Competition; Non-Solicitation; Confidentiality.

(a) For a period of five years commencing on the Closing Date (the "Restricted Period"), the Sellers shall not, and shall cause their respective Affiliates and Family Members not to, directly or indirectly, (i) engage in or assist others in engaging in, directly or indirectly, the Restricted Business in the Restricted Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Restricted Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee, lender, guarantor, investor, joint venturer, consultant or otherwise; or (iii) intentionally interfere in any respect with the business relationships (whether formed prior to or after the date hereof) between the Company and customers or suppliers of the Company. Notwithstanding the foregoing the Sellers may own, directly or indirectly, solely as an investment, debt or equity securities of any Person traded on any national securities exchange if such party is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 2% or more of any class of debt or equity securities of such Person. Further, notwithstanding the foregoing, Carden may continue to work for or with the Company as provided in and pursuant to the terms and conditions in the Carden Employment Agreement.

(b) During the Restricted Period, the Sellers shall not, and shall cause their Affiliates and Family Members not to, directly or indirectly, hire or solicit any Company Employee or encourage any such Company Employee to leave such employment or hire or solicit any Person who was, within the six (6) month period prior to his or her hiring or solicitation, a Company Employee; provided, that a general solicitation which is not directed specifically to any such employees shall not be deemed to be an improper solicitation for purposes of this Section 7.2(b).

(c) During the Restricted Period, the Sellers shall not, and shall cause their Affiliates and Family Members not to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers, or potential clients or customers, of the Company for purposes of diverting their business or services from the Company.

(d) From and after the Closing, each Seller shall, and shall cause her, his or its, as the case may be, Affiliates and Family Members to hold, and shall use its reasonable best efforts to cause their respective Representatives to hold, in confidence and not use for the benefit of themselves or others, any and all Confidential Information. If any Seller or any of her, his or its, as the case may be, Affiliates or Family Members, or their respective Representatives is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of Law, such Seller shall promptly notify Parent in writing so that Parent may seek an appropriate protective Order or waive compliance with this Section 7.2(d). If, in the absence of receipt of a waiver hereunder, a Seller or her, his or its, as the case may be, Affiliates or Family Members, or their respective Representatives, is, on the written advice of outside counsel, compelled by Law to disclose Confidential Information, then such Person may disclose only that portion of such Confidential Information which such Person is advised by its counsel in writing is legally required to be disclosed; provided, that Parent shall be permitted, and such Person shall reasonably cooperate with Parent, to obtain an appropriate protective Order or other reasonable assurance that confidential treatment shall be accorded such Confidential Information.

(e) If any Seller breaches or threatens to commit a breach of any of the provisions of this Section 7.2, Parent and the Company shall have the following rights and remedies, without the posting of a bond, each of which rights and remedies shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to Parent or the Company under law or in equity:

(i) the right and remedy to, by way of injunction or otherwise, have such provision specifically enforced by any court having jurisdiction without the posting of a bond, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to each of Parent and the Company and that money damages may not provide an adequate remedy to Parent or the Company; and

(ii) the right and remedy to recover from such Seller all monetary damages suffered by Parent or the Company, as the case may be, as the result of any acts or omissions constituting a breach of this Section 7.2.

(f) The Sellers acknowledge that the restrictions contained in this Section 7.2 are reasonable and necessary to protect the legitimate interests of Parent and constitute a material inducement to Parent to enter into this Agreement and consummate the transactions contemplated by this Agreement. If any covenant contained in this Section 7.2 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 7.2 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

7.3 **Assistance with Sellers' Tax Filings.**

Parent shall use reasonable efforts to provide assistance and documentation to Sellers in in connection with any tax filings or audits of taxes in respect of the taxes that may be charged to Sellers as a result of the issuance of the Parent Common Shares. For clarity this assistance shall include the provision of supporting documentation to support the Sellers' use of any applicable exemptions or special rules under the Code in respect of liability for taxes as a result of the issuance of the Parent Common Shares, provided that the Parent shall not be required to take any action under this provision to the extent that such action (i) is inconsistent with the terms of this

Agreement or the existing structure of the transactions contemplated hereby (ii) requires the Parent to make any misrepresentation (iii) would subject the Parent to any liability of any kind (including without limitation for the payment of money), or (iv) would involve the breach of any applicable Law.

ARTICLE VIII
CONDITIONS PRECEDENT TO OBLIGATIONS OF PARENT

The obligation of Parent to consummate the transactions contemplated by this Agreement will be subject to the satisfaction, at or prior to the Closing, of all of the following conditions, which are for the exclusive benefit of Parent, any one or more of which may be waived in writing by Parent:

8.1 Representations and Warranties.

Each of the representations and warranties of Sellers and the Company set forth in the Agreement will be true and correct in all material respects (except for representations and warranties qualified by materiality or "Material Adverse Effect," which will be true and correct in all respects) as of the Closing Date (without giving effect to any Disclosure Schedule Supplement) as though then made, except for those representations and warranties that address matters only as of a particular date, in which case such representations and warranties will be true and correct in all material respects (except for representations and warranties qualified by materiality or "Material Adverse Effect," which will be true and correct in all respects) only as of such date

8.2 Performance.

Each Seller and the Company will have performed and complied in all respects with all obligations and covenants set forth in this Agreement to be performed and complied with by them on or prior to the Closing Date.

8.3 Absence of Litigation.

There will not be any Legal Proceeding pending or threatened, whether in writing or reasonably communicated to the management of the Company or any Seller, before any Governmental Authority or before any arbitrator wherein an unfavorable injunction, judgment, Order, decree, ruling or charge could reasonably be expected to (a) prevent or enjoin the consummation of any of the transactions contemplated by this Agreement or any Transaction Document, (b) cause any of the transactions contemplated by this Agreement or any Transaction Document to be rescinded following consummation, (c) affect materially and adversely, including through the imposition of any divestiture requirement, the right of Parent following the Closing Date to operate the Business as presently operated by the Company (and no such injunction, judgment, Order, decree, ruling or charge will be in effect).

8.4 No Material Adverse Effect.

There will not have occurred from the date hereof through and including the Closing Date any Material Adverse Effect.

8.5 **Closing Deliveries**. At the Closing, Sellers shall have delivered to Parent those items set forth in Section 2.4(b).

8.6 **Regulatory Approvals**. All necessary governmental approvals will have been received.

8.7 **Company Benefit Matters**. Prior to the Closing Date, to the extent applicable, the Company shall have taken all actions necessary to terminate any plans providing stock-related benefits and shall vest and settle in cash any and all outstanding options to acquire Equity Securities or other ownership interests of the Company, restricted stock grants, unrestricted stock, and any other similar forms of equity for the Employees.

8.8 **Due Diligence**. Parent shall have been satisfied in its sole discretion with its due diligence investigations in respect of the Company and the Business.

8.9 **Closing of IPPI Purchase Agreement.** All of the conditions precedent in favor of the Parent and Tempo Marketing Corp. under the asset purchase agreement dated effective as of the date hereof among Intelligent Payment Processing Inc., Michael Trimarco, Parent and Tempo Marketing Corp. shall have been satisfied.

8.10 **Assignment of SPC Consulting, L.L.C. Assets.** Seller's Representative and SPC Consulting, L.L.C. shall have delivered an agreement in respect of the assignment of certain assets of SPC Consulting L.L.C. to Parent or Subco, upon terms satisfactory to Parent or Subco (as applicable) acting reasonably.

ARTICLE IX
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLERS

The obligation of each Seller to consummate the transactions contemplated by this Agreement will be subject to the satisfaction, at or prior to the Closing, of all of the following conditions, any one or more of which may be waived in writing by the Seller's Representative on behalf of Sellers:

9.1 **Representations and Warranties**. Each of the representations and warranties the Parent set forth in this Agreement will be true and correct in all material respects (except for representations and warranties qualified by materiality, which will be true and correct in all respects) as of the Closing Date as though then made, except for those representations and warranties that address matters only as of a particular date, in which case such representations and warranties will be true and correct in all material respects (except for representations and warranties qualified by materiality, which will be true and correct in all respects) only as of such date.

9.2 **Performance**. Parent will have performed and complied in all respects with all obligations and covenants set forth in this Agreement to be performed and complied with by it on or prior to the Closing Date.

9.3 **Absence of Litigation**. There will not be any Legal Proceeding pending or threatened, whether in writing or reasonably communicated to the management of Parent, before any Governmental Authority or before any arbitrator wherein an unfavorable injunction, judgment, Order, decree, ruling or charge could reasonably be expected to (a) prevent or enjoin the consummation of any of the transactions contemplated by this Agreement or any Transaction Document, (b) cause any of the transactions contemplated by this Agreement or any Transaction Document to be rescinded following consummation.

9.4 **Parent's Deliveries**. At the Closing, Parent shall have delivered to Seller those items set forth in Section 2.4(a) and Section (a) respectively.

ARTICLE X
INDEMNIFICATION

10.1 **Survival**. All of the representations and warranties contained in ARTICLE III, ARTICLE IV and ARTICLE V shall survive and continue in full force and effect until the second anniversary of the Closing Date, except that the representations and warranties contained in Sections 3.1 (Organization and Standing; Authority, Validity and Effect), 3.2 (Capitalization), 3.3 (No Conflict; Required Filings and Consents), 3.5 (Taxes), 3.13 (Intellectual Property), 3.15 (Environmental Matters), 3.18 (No Brokers), 4.1 (Authority, Validity and Effect), 4.2 (Title), 4.3 (Consents), 4.5 (No Brokers), 5.1 (Organization; Authorization, Validity and Effect), 5.2 (No Conflict; Required Filings and Consents), and 5.5 (No Brokers) hereof shall survive the Closing indefinitely or until 90 days after the expiration of their statutory limitation, if applicable. All covenants and agreements contained in this Agreement or any other Transaction Document shall survive the Closing indefinitely. Notwithstanding anything herein to the contrary, each representation or warranty which is the subject of one or more Claims asserted in writing prior to the expiration of the applicable period set forth above shall survive with respect to the related Claim or Claims until the final resolution thereof. Each of the representations and warranties in ARTICLE III, ARTICLE IV and ARTICLE V is a separate and independent warranty and shall be applied and interpreted separately and independently from all other representations and warranties.

10.2 **Indemnification for the Benefit of the Sellers.** From and after the Closing Date, Parent and Subco shall jointly and severally indemnify and hold harmless the Sellers, and their respective heirs and personal Representatives (collectively, the "Seller Indemnitees") from and against, and shall pay to the Seller Indemnitees the amount of, any and all losses, Liabilities, diminutions in value, dues, damages, penalties, fines, judgments, awards, settlements, Taxes, costs, fees (including reasonable investigation fees), expenses (including reasonable attorneys' fees) and disbursements whether incurred in connection with a direct claim or a third party claim (collectively, "Losses"), incurred by any of the Seller Indemnitees following the Closing Date arising out of, relating to or based upon:

(a) any breach of or inaccuracy in the representations and warranties of Parent or Subco contained in ARTICLE V (disregarding any materiality or material adverse effect qualifications);

(b) any breach of the covenants or agreements of Parent or Subco contained in this Agreement or any other Transaction Document; and

(c) any Third Party Claims related to the foregoing that allege facts that, if true, would entitle the Seller Indemnitees to recovery under this ARTICLE VIII.

10.3 **Indemnification for the Benefit of the Parent.**

(a) From and after the Closing Date, the Sellers shall jointly and severally indemnify and hold harmless Parent, its Affiliates (including the Company and Subco following the Closing), and its and their successors and permitted assigns, and the officers, employees, directors, managers, shareholders, and Representatives thereof (collectively, the "Parent Indemnitees") from and against, and shall pay to the Parent Indemnitees the amount of, any and all Losses incurred by any of the Parent Indemnitees following the Closing Date arising out of, relating to or based upon:

(i) any breach of or inaccuracy in the representations and warranties of the Company and the Sellers contained in ARTICLE III, including the relevant Schedules attached hereto, other than in respect of Sections 3.1 (Organization and Standing; Authority, Validity and Effect), 3.2 (Capitalization), 3.3 (No Conflict; Required Filings and Consents), 3.5 (Taxes), 3.13 (Intellectual Property), 3.15 (Environmental Matters), 3.18 (No Brokers) and Article IV (collectively, the "Fundamental Reps") (in each case, disregarding any materiality or Material Adverse Effect qualifications contained therein);

(ii) any breach of or inaccuracy in the Fundamental Reps, including the relevant Schedules attached hereto (in each case, disregarding any materiality or Material Adverse Effect qualifications contained therein);

(iii) any breach of the covenants or agreements of the Company or any Seller contained in this Agreement (including, for the avoidance of doubt, Section 2.5) or any other Transaction Document;

(iv) any Indemnified Liability;

(v) any fraud, willful misconduct, intentional misrepresentation or criminal acts committed on or prior to the Closing Date by or on behalf of the Company or any of the Sellers, or any of their respective Affiliates; and

(vi) any Third-Party Claims related to the foregoing that allege facts that, if true, would entitle Parent Indemnitees to recovery under this ARTICLE VIII.

10.4 **Limitations on Indemnification**. Notwithstanding anything to the contrary in this ARTICLE VIII, the indemnification provided for in Section 10.2 and Section 10.3 shall be subject to the following limitations:

(a) The Parent Indemnitees shall not be entitled to indemnification pursuant to Section 10.3(a)(i) until the aggregate amount of all Claims exceeds an amount equal to Ten Thousand Dollars ($10,000) (the "Deductible"), and thereafter shall have the right to recover for all such Claims (excluding those initially excluded by reason of the Deductible); provided, however, that the maximum aggregate liability of the Sellers for Claims of the Parent Indemnitees pursuant to Section 10.3(a)(i) shall be limited to and shall not exceed ten percent

(10%) of the amount of the Purchase Price actually received by Seller in cash on the date that the any Losses arising from a claim under Section 10.3(a)(i) is to be paid (including any amounts paid by Parent under the Promissory Note as of the date that Losses in respect of the applicable Claim for indemnification are payable to Seller, but excluding any compensation paid by Parent to Seller under the Carden Employment Agreement) (the "Cap").

(b) Neither the Seller Indemnitees nor the Parent Indemnitees shall have any right of recovery for any punitive damages whatsoever.

10.5 **Intelligent Payment Processing Inc. Employment Indemnity**. Notwithstanding the other provisions of this Article X, Parent shall indemnify the Seller Indemnitees for all Losses incurred by any of the Seller Indemnitees arising out of, relating to any (a) payments to or settlements with employees or former employees of Seller and (b) any liability of Sellers under applicable Law pertaining to the employment or termination of employment of any Person, including all such applicable Laws relating to labor relations, equal employment, fair employment practices, wages and hours, entitlements, prohibited discrimination, immigration status, Tax information reporting, employment and withholding Taxes or other similar employment practices or acts. The Claims of the Seller Indemnitees pursuant to this Section 10.5 shall be limited to and shall not exceed US$20,000.00. For clarity, this indemnity shall only apply to and in respect of employees or consultants of the Company that are former employees or consultants of Intelligent Payment Processing Inc.

10.6 **Exclusive Remedy**. The parties agree that, from and after the Closing Date, the exclusive remedies of the parties for any Losses based upon, arising out of or otherwise in respect of the matters set forth in and the transactions contemplated by this Agreement or any of the other Transaction Documents, including the Schedules attached hereto, other than Section 7.2 and Sellers' rights to enforce their rights to obtain full payment from Parent of the total amount of the Purchase Price under ARTICLE II, are the indemnification or reimbursement obligations of the parties set forth in this ARTICLE X. The provisions of this Section 10.6 shall not, however, prevent or limit a cause of action (a) under Section 7.2 or Section 10.8 to obtain an injunction or injunctions to prevent breaches of such provisions, this Agreement or any of the other Transaction Documents or to enforce specifically the terms and provisions hereof or thereof, or (b) arising out of fraud, willful misconduct, intentional misrepresentations or omissions, criminal acts or any other matter that cannot be waived as a matter of law.

10.7 **Procedures**.

(a) No party hereto shall be liable for any claim for indemnification or reimbursement under this ARTICLE VIII that may result in a Loss (each, a "Claim") unless written notice of a Claim is delivered by the party seeking indemnification (the "Indemnified Party") to the party from whom indemnification is sought (the "Indemnifying Party") prior to the expiration of any applicable survival period set forth in Section 10.1 (in which event the Claim shall survive until resolved). If any third party notifies the Indemnified Party with respect to any matter which may give rise to a Claim (a "Third Party Claim") against the Indemnifying Party under this ARTICLE VIII, then the Indemnified Party shall notify the Indemnifying Party promptly thereof in writing and in any event within thirty (30) days after receiving written notice from a third party; provided that no delay on the part of the

Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless, and then only to the extent that, the Indemnifying Party is actually materially prejudiced thereby. All notices given pursuant to this Section shall describe with reasonable specificity the nature of the Claim, the amount of the Claim (to the extent then known) and the basis of the Indemnified Party's Claim for indemnification.

(b) Following receipt of notice of a Claim in accordance with Section 10.7(a) (other than a Third Party Claim which shall be governed by Section 10.7(c) below), the Indemnifying Party shall have thirty (30) days from the date it receives notice of such Claim (the "Dispute Period") to make such investigation of the Claim as the Indemnifying Party deems necessary or desirable. For purposes of such investigation, the Indemnified Party shall make available to the Indemnifying Party all the material information related to such Claim relied upon by, or in possession or control of, the Indemnified Party to substantiate such Claim. If the Indemnifying Party disagrees with the validity or amount of all or a portion of such Claim made by the Indemnified Party, the Indemnifying Party shall deliver to the Indemnified Party written notice thereof (the "Dispute Notice") prior to the expiration of the Dispute Period. If no Dispute Notice is received by the Indemnified Party within the Dispute Period or the Indemnifying Party provides notice that it does not have a dispute with respect to such Claim, such Claim (up to the amount of the Cap, to the extent applicable, if the Indemnified Party is the Parent Indemnitees) shall be deemed approved and consented to by the Indemnifying Party (such Claim being referred to herein as an "Approved Indemnification Claim"). If the Indemnifying Party is Parent, Parent shall pay any such Approved Indemnification Claim within five (5) Business Days after such Claim is determined to be an Approved Indemnification Claim. If the Sellers are the Indemnifying Parties, then Claim shall be paid by the Seller's Representative, on behalf of the Sellers, within five (5) Business Days after such Claim is determined to be an Approved Indemnification Claim. If a Dispute Notice is received by the Indemnified Party within the Dispute Period and the Indemnified Party and the Indemnifying Party do not agree to the validity and/or amount of such disputed Claim, no payment shall be made on account of the disputed portion of such Claim until such disputed Claim is resolved, whether by adjudication of such matter, agreement between Parent and the Seller's Representative or otherwise (and upon any such resolution, such Claim, up to the amount of the Cap, to the extent applicable, shall be deemed to be an Approved Indemnification Claim and subject to the payment procedures set forth in this Section 10.7(b)). All amounts owing pursuant to this Section 10.7(b) shall be paid promptly in accordance with the foregoing provisions by wire transfer of immediately available funds to the account designated in writing by the party entitled to such payment.

(c) After the Indemnified Party has given notice of a Third Party Claim to the Indemnifying Party pursuant to Section 10.7(a), the Indemnifying Party shall have the right to participate therein and, by giving written notice to the Indemnified Party within thirty (30) days after receipt of notice of such Third Party Claim, to assume the defense thereof with counsel of its choice if it acknowledges in writing its responsibility for indemnification of such Claim hereunder; provided, however, that the Indemnified Party may participate in such defense and after the Indemnifying Party assumes the defense thereof, the Indemnifying Party shall not be liable to the Indemnified Party for any further legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense of the Third Party Claim, other than reasonable out-of-pocket costs of investigation. Notwithstanding the foregoing, the

Indemnifying Party may not assume such defense if (i) the Indemnified Party elects to pursue one or more defenses or counterclaims available to it that are inconsistent with one or more of those that are being pursued by the Indemnifying Party in respect of such Third Party Claim or any litigation relating thereto, (ii) there is any other actual or perceived conflict of interest between the such parties in the litigation or (iii) the Third Party Claim (A) seeks injunctive or other nonmonetary relief against the Indemnified Party, (B) involves criminal or quasi-criminal allegations, (C) involves a Claim by or against a significant customer or supplier of the Indemnified Party, or (D) involves a Claim that is reasonably expected to result in Losses to the Parent Indemnitees in excess of the Cap, if applicable, minus (1) the sum of all Losses previously recovered by the Parent Indemnitees hereunder plus all Losses specified in any then-unresolved Claims made by the Parent Indemnitees pursuant to this ARTICLE VIII and, plus (2) in the event the Deductible, if applicable, has not been met, the remaining amount of the Deductible left to be met, and in such case, the Indemnifying Party shall reimburse the Indemnified Party for the reasonable legal and other expenses of its counsel in connection therewith. For so long as the Indemnifying Party does not assume the defense of a Third Party Claim or does not acknowledge in writing its responsibility for indemnification of such Claim hereunder, the Indemnified Party shall have the right to undertake the defense of such Third Party Claim, by counsel or other Representatives of its own choosing, on behalf of and for the account and risk of the Indemnifying Party (subject to the limitations on the Indemnifying Party's obligations to indemnify as set forth in this ARTICLE VIII and the right of the Indemnifying Party to assume the defense of or opposition to such Third Party Claim at any reasonable time prior to settlement, compromise or final determination thereof). The party controlling the defense of a Third Party Claim shall consider in good faith any recommendations made by the other party with respect to the defense of such Third Party Claim.

(d) The Indemnified Party shall not consent to the entry of any judgment or enter into any settlement of any Third Party Claim that might give rise to Liability of the Indemnifying Party under this Article VII without such party's consent, which shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party shall not consent to any settlement without the consent of the Indemnified Party unless such settlement imposes only monetary damages paid by the Indemnifying Party and the Indemnified Party receives a full release.

10.8 **Specific Performance**. Each party's obligation under this Agreement is unique. If any party should breach its covenants under this Agreement, the parties each acknowledge that it may be extremely impracticable to measure the resulting damages; accordingly, the non-breaching party or parties, in addition to any other available rights or remedies they may have under the terms of this Agreement, may bring a claim in equity for specific performance without the posting of a bond, and each party expressly waives the defense that a remedy in damages will be adequate.

10.9 **Adjustment to Purchase Price**. The parties agree that any indemnification payment hereunder shall be treated by the parties as an adjustment to the Purchase Price.

ARTICLE XI
TAX MATTERS

11.1 **Preparation of Tax Returns for Pre-Closing Tax Periods**. The Seller's Representative, on behalf of the Sellers, shall prepare and timely file all Tax Returns for the Company for all Tax periods ending on or before the Closing Date and including any amendments to such Tax Returns. Such Tax Returns shall be prepared by treating items on such Tax Returns in a manner consistent with the past practices with respect to such items, unless otherwise required by Law. Any such Tax Return shall be provided to Parent at least thirty (30) days prior to the due date for filing such return (or, if required to be filed within forty-five (45) days after the Closing Date, as soon as possible following the Closing Date and sufficiently in advance of filing that Parent shall have a reasonable opportunity to review and comment on each such Tax Return described in the preceding sentence prior to filing) and Parent shall have the right to approve such Tax Return which approval shall not be unreasonably withheld or delayed. The Seller's Representative, on behalf of the Sellers, shall pay the amounts due for Taxes of the Company with respect to the Pre-Closing Tax Periods, except to the extent of any Working Capital Taxes that are specifically reflected as a Current Liability in the computation of Net Working Capital, and to such extent those Working Capital Taxes shall be paid by the Company or Parent.

11.2 **Preparation of Tax Returns for Straddle Periods**. Parent shall prepare or cause to be prepared and file or cause to be filed any Tax Returns of the Company for all Straddle Periods. Any such Tax Return shall be provided to the Seller's Representative at least thirty (30) days prior to the due date for filing such return (or, if required to be filed within forty-five (45) days after the Closing Date, as soon as possible following the Closing Date and sufficiently in advance of filing that the Seller's Representative shall have a reasonable opportunity to review and comment on each such Tax Return described in the preceding sentence prior to filing) and the Seller's Representative, on behalf of the Sellers, shall have the right to approve such Tax Return, which approval shall not be unreasonably withheld or delayed. The Seller's Representative, on behalf of the Sellers shall pay to Parent on or prior to the date on which Taxes are due with respect to a Straddle Periods an amount equal to the portion of such Taxes which relates to the portion of such Straddle Period ending on the Closing Date, except to the extent of any Working Capital Taxes that are specifically reflected as a Current Liability in the computation of Net Working Capital. For purposes of this Section11.2, in the case of any Taxes that are imposed on a periodic basis and are payable for a Straddle Period, the portion of such Taxes which relates to the portion of such Straddle Period ending on the Closing Date shall (a) in the case of any real and personal property Taxes, 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 Straddle Period ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period, and (b) in the case of any other Tax, be deemed equal to the amount which would be payable if the relevant Straddle Period ended on the Closing Date. Any credits relating to a Straddle Period shall be taken into account as though the relevant Straddle Period ended on the Closing Date. All determinations necessary to give effect to the foregoing allocations shall be made in a manner consistent with prior practice of the Company.

11.3 **Refunds and Tax Benefits**. Any Tax refunds that are received by Parent, its Affiliates or the Company and any amounts credited against Tax to which any of the foregoing become entitled for any Pre-Closing Tax Period shall be for the account of the Sellers, except to the extent such Tax refunds or credits (a) are reflected as a Current Asset in the computation of Net Working Capital or (b) result from the carryback of a net operating loss or Tax credit from a Post-Closing Tax Period, and Parent shall pay over to the Seller's Representative, for the benefit of the Sellers, any such Tax refund or the amount of any such credit within thirty (30) days after receipt or use, provided that any such amount is subject to setoff for other obligations of the Sellers under this Agreement and the Transaction Documents. For purposes of this Agreement, the term "refund" shall mean the receipt of cash, an actual reduction in Tax paid and the use of an overpayment as a credit or other Tax offset by Parent, its Affiliates or the Company.

11.4 **Cooperation on Tax Matters**. In connection with the preparation of Tax Returns, audit examinations, and any administrative or Actions relating to the Tax liabilities of the Company for all Pre-Closing Tax Periods, Parent and the Company, on the one hand, and the Sellers and Seller's Representative, on the other hand, shall cooperate fully with each other, including the furnishing or making available during normal business hours of records, personnel (as reasonably required), books of account, powers of attorney or other materials necessary or helpful for the preparation of such Tax Returns, the conduct of audit examinations or the defense of claims by Taxing Authorities as to the imposition of Taxes.

11.5 **Transfer Taxes**. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with the transactions contemplated by this Agreement or the other Transaction Documents ("Transfer Taxes") shall be paid when due by the Seller's Representative on behalf of the Sellers. Seller shall prepare and file all necessary Tax Returns and other documentation with respect to Transfer Taxes required by Law. Parent shall cooperate fully with the Seller Representative in the preparation and filing of any required returns or other documentation with respect to any Transfer Taxes, as well as any bulk sales or other tax notification requirements that Parent requests be filed in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

11.6 **Tax Controversies**. Parent shall notify the Seller's Representative, on behalf of the Sellers, in writing within thirty (30) calendar days of the receipt by Parent or any Affiliate of Parent (including the Company after the Closing Date) of written notice of any inquiries, claims, assessments, audits or similar events with respect to Taxes for which the Sellers may be liable under (any such inquiry, claim, assessment, audit or similar event, a "Tax Matter"). The Seller's Representative, on behalf of the Sellers, at his own expense, shall have the right to represent the interests of the Company with respect to any Tax Matter for a Tax period ending on or before the Closing Date before the IRS, any other Taxing Authority or any other Governmental Authority and shall have the right to extend or waive the statute of limitations with respect to such a Tax Matter, including responding to inquiries, filing Tax Returns and settling audits or lawsuits, but, in each case, only if the Seller's Representative, on behalf of the Sellers, acknowledges in writing his and the other Seller's responsibility hereunder for the foregoing; provided, however, that the Seller's Representative, on behalf of the Sellers, shall not enter into any settlement of or otherwise compromise any Tax Matter that affects or may affect the Tax liability of Parent or the Company for any Post-Closing Tax Period without the prior written consent of Parent, which consent shall not be unreasonably conditioned, withheld or delayed. The Seller's Representative, on behalf of the Sellers, shall keep Parent fully and timely informed with respect to the commencement, status and nature of any such Tax Matter for a Tax period ending on or before the Closing Date. If the proceeding affects or may affect the Tax liability of Parent or the Company for any Post-Closing Tax Period, the Seller's Representative, on behalf of the Sellers, shall first obtain the approval of Parent, which approval shall not be unreasonably conditioned, withheld or delayed, with respect to the conduct of and any positions taken in any such proceeding and further allow Parent and Parent's counsel to participate in the proceeding. The Seller's Representative shall, in good faith, allow Parent or Parent's counsel to consult with it regarding the conduct of or positions taken in any such proceeding.

ARTICLE XII
TERMINATION

12.1 **Termination**.

(a) This Agreement may be terminated prior to the Closing as follows:

(i) by mutual written consent of Seller's Representative and Parent;

(ii) at the written election of Parent or Seller's Representative, upon the issuance of any final, non-appealable Order by a court of competent jurisdiction precluding the consummation of the Closing or the transactions contemplated by this Agreement or the Transaction Documents (by injunction or otherwise);

(iii) at the written election of Parent or Seller's Representative, if the Closing has not occurred on or before April 30, 2018 by reason of the failure to be satisfied of any of the conditions set forth in ARTICLE VIII or ARTICLE IX hereof, respectively; *provided* that no party may terminate this Agreement pursuant to this clause (iii) if the failure to consummate the transactions contemplated by this Agreement is the result of a breach of this Agreement by the party seeking to terminate this Agreement;

(iv) by Parent, by giving written notice to Seller's Representative in the event Seller's Representative or Sellers are in breach of any representation, warranty, covenant or agreement contained in this Agreement, and such breach, individually or in combination with any other breach, (A) would cause any of the conditions in ARTICLE VIII not to be satisfied and (B) is not cured within thirty days following delivery by Parent to Seller's Representative of written notice of such breach (provided that such notice and opportunity to cure shall not be required in the case of a breach that is not curable or where efforts to cure such breach have ceased); or

(v) by Seller's Representative, by giving written notice to Parent in the event Parent is in breach of any representation warranty, covenant or agreement contained in this Agreement, and such breach, individually or in combination with any other such breach, (A) would cause any of the conditions in ARTICLE IX not to be satisfied and (B) is not cured within thirty days following delivery by Seller's Representative to Parent of written notice of such breach (provided that such notice and opportunity to cure shall not be required in the case of a breach that is not curable or where efforts to cure such breach have ceased).

(b) The termination of this Agreement will be effectuated by the delivery by the party terminating this Agreement to each other party of a written notice of such termination. If this Agreement so terminates, it will become null and void and have no further force or effect, except as provided in Section 12.2 hereof.

12.2 **Survival After Termination**. If this Agreement is terminated in accordance with Section 12.1 hereof and the transactions contemplated hereby are not consummated, this Agreement will become void and of no further force and effect, except that the provisions set forth in this Section 12.2 and ARTICLE XIII hereof will survive the termination of this Agreement. None of the parties hereto will have any Liability in respect of a termination of this Agreement, except with respect to this Section 12.2 and Section 13.3 hereof and except for any Liability for any breach of this Agreement prior to any such termination.

ARTICLE XIII
MISCELLANEOUS AND GENERAL

13.1 **Seller's Representative**.

(a) The Sellers hereby irrevocably appoint Shawn Patrick Carden (together with any subsequent or successor representative hereunder, the "Seller's Representative") as agent and attorney in fact for and on behalf of each of the Sellers in connection with all matters arising under or in connection with this Agreement and the other Transaction Documents, whether prior to, on or after the Closing Date. Without limiting the generality of the foregoing, the Seller's Representative has full power and authority, on behalf of each Sellers and her, his or its, as the case may be, successors and assigns, to (i) interpret the terms and provisions of this Agreement and the other Transaction Documents, (ii) execute and deliver and receive deliveries of all consideration, agreements, amendments, certificates, statements, notices, approvals, extensions, waivers, undertakings and other documents required or permitted to be given in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, (iii) receive service of process in connection with any Claims under this Agreement and the other Transaction Documents, (iv) agree to, negotiate, enter into settlements and compromises of, assume the defense of Claims and initiate claims and comply with Orders and judgments with respect to such Claims, and to take all actions necessary or appropriate in the judgment of the Seller's Representative for the accomplishment of the foregoing, (v) give and receive notices and communications, (vi) directly pay, for satisfaction of Claims brought by any Parent Indemnitee for Losses hereunder, (vii) object to such deliveries, (viii) distribute any amount received by the Seller's Representative, and payable to the Sellers's, including any Post-Closing Payment and (ix) take all actions necessary or appropriate in the judgment of the Seller's Representative on behalf of the Sellers in connection with this Agreement and the other Transaction Documents. All decisions of the Seller's Representative shall be final and binding on all of Sellers, and no such Sellers shall have the right to object, dissent, protest or otherwise contest the same.

(b) A majority of the Sellers may at any time (or from time to time), by written notice to Parent and the then-current Seller's Representative, remove such Seller's Representative and appoint a replacement Seller's Representative to serve in accordance with this Agreement and, as applicable, the other Transaction Documents; provided, however, that such appointment shall be subject to such newly-appointed Seller's Representative notifying Parent in writing of his, her or its (i) appointment and acceptance thereof, (ii) agreement to be bound by the terms and conditions of this Agreement and the other Transaction Documents applicable to the Seller's Representative and (iii) appropriate contact information for purposes of this Agreement and the other Transaction Documents, and Parent shall be entitled to rely upon, without independent investigation, the identity of such newly-appointed Seller's Representative as set forth in such written notice. The Seller's Representative may resign by providing written notice thereof to each Sellers and Parent. Upon the resignation of the Seller's Representative, a plurality of the Sellers shall appoint a replacement Seller's Representative to serve in accordance with the terms of this Agreement and, as applicable, the other Transaction Documents; provided, however, that such appointment shall be subject to such newly-appointed Seller's Representative notifying Parent in writing of his, her or its (x) appointment and acceptance thereof, (y) agreement to be bound by the terms and conditions of this Agreement and the other Transaction Documents applicable to the Seller's Representative and (z) appropriate contact information for purposes of this Agreement and the other Transaction Documents, and Parent shall be entitled to rely upon, without independent investigation, the identity of such newly-appointed Seller's Representative as set forth in such written notice.

(c) The Seller's Representative shall not be liable for any act done or omitted under this Agreement or the other Transaction Documents in his capacity as Seller's Representative while acting in good faith, and any act taken or omitted to be taken pursuant to the advice of counsel will be conclusive evidence of such good faith.

(d) Parent shall be entitled to deal exclusively with the Seller's Representative on all matters relating to this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, and shall be entitled to rely conclusively (without further evidence of any kind whatsoever) on any document executed by or purported to be executed on behalf of any Sellers by the Seller's Representative, and on any other action taken or purported to be taken on behalf of any Sellers by the Seller's Representative, as fully binding upon each such Sellers. Each of the Sellers hereby acknowledges and agrees that upon delivery to the Seller's Representative of any amounts due under this Agreement or any other Transaction Document from Parent to the Sellers, Parent shall have discharged all obligations in respect thereof to the Sellers.

13.2 **Sellers Release**. Each of the undersigned Sellers and the Seller's Representative, on behalf of himself, herself or itself and his, her or its Affiliates, heirs, executors, trustees, successors and assigns, hereby generally releases, remises and forever discharges the Company and its Affiliates (including Parent and its Affiliates following the Closing), and its and their successors and permitted assigns, and the officers, employees, directors, managers, shareholders, and Representatives thereof (collectively, the "Released Parties") from and against any and all claims, demands, Liens, Actions, Contracts, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, Orders and Liabilities of whatever kind or nature in law, equity or otherwise, whether or not now known or suspected, that have existed or may have existed, or that do exist or that hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the execution and delivery of this Agreement arising out of, caused by or as a result of any rights such Seller or the Seller's Representative may have in her, his or its, as the case may be, capacity as a shareholder, director, officer or employee of the Company against the Released Parties (collectively, the "Released Claims"); provided, however, that the foregoing release shall not apply to any rights such Seller may have under this Agreement. The Sellers and the Seller's Representative stipulate and agree that they each hereby expressly waive and relinquish to the fullest extent permitted by Law any and all provisions, rights and benefits conferred by any Law of any state or territory of the United States, or principle of common law, relating to the preservation of unknown claims. Each Seller and the Seller's Representative expressly acknowledges and agrees that this Agreement and this provision is in full accord, satisfaction, and discharge of any and all of such Released Claims and that this Agreement and this provision has been executed with the express intention of effectuating a complete extinguishment of all known and unknown claims. Each Seller and the Seller's Representative hereby acknowledges that the inclusion of "unknown claims" in the Released Claims set forth above was separately bargained for and was a key element of the transactions contemplated by, and the covenants and agreements set forth in, this Agreement. For avoidance of doubt, nothing stated here shall be interpreted or construed as waiver, a release or agreement by Sellers or Seller's Representative that would in any way limit or waive Sellers rights to take any action or initiate any legal proceeding against Parent, its successors or assigns, to protect Sellers' rights or enforce all of Parent's obligations to pay the Purchase Price or comply with any other obligation or undertaking owed by Parent to Sellers under this Agreement or under the Transaction Documents, except as such rights may be limited by the provisions of Article X of this Agreement.

13.3 **Expenses**. Except as expressly provided herein, each party will bear its own costs and expenses incurred in connection with this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby, whether or not such transactions are consummated.

13.4 **Successors and Assigns**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but is not assignable by any party without the prior written consent of the other parties hereto, provided, however, that Parent may, without the consent of the Sellers, assign any or all of its rights and/or obligations under this Agreement to any Affiliate of Parent or to any subsequent purchaser of the Company or all or substantially all of the assets included in the Business, except that Parent shall provide Sellers with prior notice of any conveyance, transfer or assignment of this Agreement, to the extent any of the aforementioned may have any effect on Sellers' rights to collect or receive payment of the sums owed by Parent to Sellers or Sellers' rights in or ownership of common shares conveyed by Parent to Sellers, as set forth under Article II of this Agreement.

13.5 **Third Party Beneficiaries**. Each party hereto intends that this Agreement does not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto.

13.6 **Notices**. Any notice or other communication provided for in this Agreement or given hereunder to a party hereto must be in writing, and sent by email or other means of electronic communication, facsimile transmission (with confirmation of successful transmission), delivered in person, mailed by first class registered or certified mail, postage prepaid, or sent by reputable, overnight courier service, fees prepaid (and will be deemed to have been duly given or made at the time sent, if sent by email or other form of electronic communication, provided that no notice was provided to the sender that the email or other electronic communication was not delivered successfully, at the time when confirmation of successful transmission is received by the sending facsimile machine, if sent by facsimile, upon receipt, if delivered in person, one (1) Business Day after being sent, if sent by reputable, overnight courier service and three (3) Business Days after being sent, if sent by registered or certified mail) addressed as follows:

If to Parent:

B2 – 125 The Queensway, Suite 217
Toronto, ON M8Y 1H6
Attention: Michael Hilmer
Email: mike.hilmer.2016@gmail.com

with a copy to:

WeirFoulds LLP
4100-66 Wellington Street West.
Toronto, Ontario
Attn: David Brown
Email: dbrown@weirfoulds.com
Fax: (416) 365-1876

If to the Sellers or the Seller's Representative:

Shawn P. Carden
15136 Driftwood Bend Street
Winter Garden, FL 34787

with a copy to:

Tony Santos
InfoTech Legal
SunTrust International Center l Suite 2140
1 Southeast 3rd Avenue l Miami, FL 33131
tsantos@InfoTechLegal.com
Fax:

or to such other address, email address or facsimile number with respect to a party as such party notifies the other in writing as above provided.

13.7 **Entire Agreement; Schedules**. This Agreement, the Exhibits hereto, the Disclosure Schedules, the Transaction Documents and the other documents referred to herein collectively constitute the entire agreement among the parties and supersede any prior and contemporaneous understandings, agreements or representations by or among the parties (or any of their respective Affiliates), written or oral, that may have related in any way to the subject matter hereof or thereof. The information and disclosures contained in each of the Disclosure Schedules will be disclosed only to the extent described on the appropriate Disclosure Schedule and only with respect to the specific Disclosure Schedule on which such information and disclosure is set forth; *provided* that such information or disclosures is hereby deemed to be incorporated by reference into a separate Disclosure Schedule if a specific cross reference to the relevant information and/or disclosure is set forth thereon.

13.8 **Construction**. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words "included," "includes" or "including" (or any other tense or variation of the word "include") in this Agreement shall be deemed to be followed by the words "without limitation." The use of the term "ordinary course of business" shall in all cases herein mean "ordinary course of business consistent in an amount and frequency with past practices." When reference is made in this Agreement to an Article, Section or Schedule, such reference shall be to an Article, Section or Schedule of this Agreement unless otherwise indicated. The words "hereof," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as the feminine and neuter genders of such term.

13.9 **Captions**. The captions contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.

13.10 **Disclosures**.

(a) A disclosure made by the Sellers or the Company in any Section of this Agreement or any Schedule (or subparts thereof) that reasonably informs Parent and Subco of information with respect to another Section of this Agreement or any other Schedule (or subparts thereof) in order to avoid a misrepresentation thereunder shall be deemed, for all purposes of this Agreement, to have been made with respect to all such other Sections of this Agreement and all such other Schedules (or subparts thereof) to which the relevance of such disclosure is reasonably apparent on its face without review or other examination of underlying documentation. Matters, conditions, events or circumstances identified in one or more of the Sections of this Agreement or the Schedules shall be deemed disclosed for purposes of the representations and warranties made in the Agreement only to the extent of the facts specifically and explicitly identified in such Section(s) of this Agreement or the Schedules and the direct results thereof (including, for the purposes of such referenced Section(s) and the other Sections into which such Sections are specifically incorporated by reference only, the content of any documents specifically referenced herein, to the extent true and complete copies of such documents were provided to Parent prior to the date hereof).

(b) By way of example and not limitation, (i) the disclosure of any facts or circumstances does not have the effect of disclosing any effects that are not the natural and probable consequence thereof; (ii) the disclosure of one or more claims arising out of similar facts or circumstances does not have the effect of disclosing other claims arising out of such facts or circumstances, (iii) the disclosure of an identified litigation matter does not have the effect of disclosing claims, facts or requested relief additional to or different than the claims or facts plead or relief requested in the complaints or pleadings relating to such litigation provided to Parent prior to the date hereof, (iv) the disclosure of wrongdoing or alleged wrongdoing by one or more Persons does not have the effect of disclosing similar wrongdoing by other Persons (whether pursuant to the same or different transactions, at the same or different sites, or otherwise) and (v) the disclosure of the failure of a Company Plan to comply with applicable Laws in one or more respects does not have the effect of disclosing other failures of such Company Plan to comply with applicable Laws.

(c) Additionally, disclosure of matters, conditions, events or circumstances specifically and explicitly identified in the Schedules shall be qualified by disclosure of any mitigating facts made in the Schedules or the documents referenced herein with respect to such matters, conditions, events or circumstances, it being understood that the Sellers make no guarantee as to the outcome of any matter or the magnitude of any associated Liability.

13.11 **Amendment**. This Agreement may be amended or modified only by an instrument in writing duly executed by Subco, Parent, the Company and the Seller's Representative.

13.12 **Waiver**. Any agreement to any extension or waiver will be valid only if set forth in a writing signed by Parent, the Seller's Representative, the Company. A waiver of any one or more rights at any time shall not constitute a waiver of any other right hereunder or be construed as a subsequent waiver of any right at any future time.

13.13 **Governing Law; Consent to Jurisdiction; WAIVER OF JURY TRIAL**. This Agreement is to be governed by, and construed and enforced in accordance with, the Laws of the State of Florida, without regard to its rules of conflict of laws. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the federal and state courts sitting in Tallahassee, Florida for the purposes of all legal proceedings in the event any dispute arises out of this Agreement, the other Transaction Documents or any of the transactions contemplated hereby or thereby, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it shall not bring any Action relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

13.14 **Time; Severability**. Time shall be of the essence in all respects of this Agreement. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

13.15 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute but one instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as a manually signed counterpart of this Agreement.

13.16 **Independent Advice.** The Sellers and the Seller's Representative hereby acknowledge that, with respect to this Agreement, the Transaction Documents and the transactions contemplated herein and therein, WeirFoulds LLP is acting as counsel to the Subco and the Parent only and not as counsel to the Sellers or the Seller's Representative. Each of the Sellers and the Seller's Representative acknowledges that (a) it has had sufficient time and opportunity to obtain such legal, tax and other professional advice as may be necessary or advisable in connection with this Agreement, the Transaction Documents and the transactions contemplated herein and therein and (b) it understands the terms of this Agreement and has sought such legal, tax or other professional advice or waived such advice.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

SUBCO:

TEMPO SERVICING CORP.

By:____________________

Name: Michael Hilmer

Title: Director

I have authority to bind the Corporation.

PARENT:

10588164 CANADA CORP.

By:____________________

Name: Michael Hilmer

Title: Director

I have authority to bind the Corporation.

COMPANY:

THE CARD COLLABORATIVE INTERNATIONAL, LLC

By:____________________

Name: **SHAWN PATRICK CARDEN**

Title:____________________

I have authority to bind the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

SUBCO:

TEMPO SERVICING CORP.

By:______________________________

Name:____________________________

Title:_____________________________
I have authority to bind the Corporation.

PARENT:

10588164 CANADA CORP.

By:______________________________

Name:____________________________

Title:_____________________________
I have authority to bind the Corporation.

COMPANY:

THE CARD COLLABORATIVE INTERNATIONAL, LLC

By: Shawn P. Carden

Name: **SHAWN PATRICK CARDEN**

Title: President
I have authority to bind the Company.

SELLER'S REPRESENTATIVE:

Shawn Patrick Carden

SHAWN PATRICK CARDEN

SELLERS:

Shawn Patrick Carden, President

SHAWN PATRICK CARDEN

Heather Alicia Carden, Vice President

HEATHER ALICIA CARDEN

EXHIBIT A

TCCI OPERATING AGREEMENT

EXHIBIT B
PROMISSORY NOTE

EXHIBIT D

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ('Agreement') is entered into as of the 29th day of March 2018, by and between (a) The Card Collaborative International, LLC, a Florida Limited Liability Company ("TCCI") and TCCI's newly formed, but yet to be named parent company and acquirer referred to as 10588164 Canada Corp, a Canadian Corporation ("Parentco"); and (b) Shawn P. Carden ('Executive'). Hereafter, TCCI and Parentco shall collectively be referred to as "TCCI PARENTCO".

ARTICLE ONE

EMPLOYMENT

1.01 - Agreement as to Employment. Effective March 29, 2018 or an earlier date as agreed upon by both parties (the 'Employment Date'), TCCI PARENTCO hereby employs Executive dually as President of TCCI, a Florida limited liability company and Senior Vice President / Chief Compliance Officer of Parentco, a Canadian corporation and the indirect parent corporation of TCCI. Executive hereby accepts such employment by TCCI PARENTCO, subject to the terms of this Agreement.

1.02 - Duties.

(a) Executive is employed by TCCI PARENTCO to serve as the President of TCCI and Senior Vice President and Chief Compliance Officer of Parentco subject to the authority and direction of TCCI PARENTCO's Board of Directors (the 'Board') and the Chief Executive Officer of TCCI PARENTCO. Subject to the foregoing, the Executive shall have such authority and responsibility and duties as are normally associated with such positions.

(b) So long as he is employed under this Agreement, Executive agrees to devote his full business time and efforts exclusively on behalf of TCCI PARENTCO and to competently and diligently discharge his duties hereunder. Executive shall not be prohibited from engaging in such personal, charitable, or other nonemployment activities as do not interfere with his full-time employment hereunder and which do not violate the other provisions of this Agreement. Executive shall comply fully with all reasonable policies of TCCI PARENTCO as are from time to time in effect and applicable to his position.

(c) Except for the normal travel requirements associated with Executive's position, Executive shall perform his duties remotely including, but not limited to, from his home or office in the greater Orlando, Florida area.

1.03 - Compensation.

(a) Base Salary. TCCI PARENTCO shall pay to Executive a gross salary at an annual rate of USD $200,000 ('Base Salary') per calendar year, payable every two weeks or at any other pay periods as TCCI PARENTCO may use for its other employees. The Base Salary shall be reviewed for adjustment by the Board or appropriate committee thereof no less often than annually during the term of Executive's employment hereunder and, if adjusted by the Board, such adjusted amount shall become the 'Base Salary' for purposes of this Agreement, however under no circumstances shall Executive's Base Salary be adjusted below $200,000 per calendar year.

(b) Short-Term Incentive Compensation. As approved by the Compensation Committee of the Board, Executive shall participate in the TCCI PARENTCO Short-Term Incentive Plan ("STIP" or "STIP Plan") for each fiscal year during the Term. Under such Plan, Executive shall have an aggregate target bonus for each fiscal year equal to one hundred percent (100%) of Executive's Base Salary. Additionally, Executive has the opportunity to earn up to one hundred and fifty percent (150%) of Executive's Base Salary each fiscal year if Executive and the company exceed target bonus performance criteria. The payment of the actual award under the STIP Plan shall be based upon (i) Executive's individual performance (45%) and (ii) the overall performance of TCCI PARENTCO (55%), as determined by the Chief Executive Officer, and the Board of Directors of TCCI PARENTCO and approved by the Compensation Committee. Executive's personal performance criteria and the TCCI PARENTCO performance criteria are attached hereto substantially as Exhibit A. STIP compensation shall be calculated and the results communicated to Executive by no later than March 30 of each year for the prior year and such STIP compensation shall be paid to executive by no later than May 30 of that year (i.e., Executive's STIP payment for 2018 shall be calculated and communicated to Executive by no later than March 30 of 2019 and paid to Executive by no later than May 30 of 2019). Executive must remain employed through March 30 of each year in order to receive payments under the Plan, except as stipulated under Section 1.06 "Term and Termination of Employment".

(c) Stock Options. The Board will establish a stock option plan and the employee will be eligible for stock options under the approved plan which will include vesting and term of options. The Board will set option grant pricing at time of each grant which will factor in the closing price of the stock at the time of grant. Executive shall be granted (i) on the Employment Date a stock option to purchase five percent (5%) of the available stock option pool ; and (ii) any other stock options as may be approved by the Board from time to time for Executive as part of a long-term executive compensation package for executive members of TCCI PARENTCO. Executive will be allowed to use any 'cashless exercise' procedure offered by TCCI PARENTCO or TCCI PARENTCO to other employees of TCCI PARENTCO or TCCI PARENTCO with respect to the exercise of stock options.

(d) Restricted/Deferred or Performance Share Units, together the ("Restricted Share Units"). As approved by the Compensation Committee of the Board and the Board itself, Executive may be eligible to receive Restricted Share Units of TCCI PARENTCO's common stock each fiscal year, subject to the plan approved by the Board.

In the event of a liquidation event such as the sale of TCCI PARENTCO or a Change in Control (as defined in Section 1.06 "Term and Termination of Employment" below), any of Executive's unvested Stock Options shall immediately vest and become exercisable by Executive and any Restricted Shares granted pursuant to Subsection 1.03(d) of this Agreement and held by Executive at the time of such termination of employment that are not yet vested (meaning the Shares are still subject to restrictions) shall fully vest upon the date of such liquidation event, and all restrictions on any Restricted Shares so vested shall terminate.

(e) Relocation Benefits.

(i) It is not required that during the Term of this Agreement (as defined below), that Executive shall be required to relocate, however in the event that TCCI PARENTCO and Executive mutually agree to relocate Executive, TCCI PARENTCO shall provide Executive with relocation benefits and services commensurate with Executive's position to cover applicable (a) packing, moving, and unpacking expenses; (b) real estate sales commission for the sale of Executive's existing property; (c) up to two (2) house-hunting trips; and (d) closing costs for Executive's new property.

(ii) To the extent that Executive incurs taxable income related to any relocation benefits paid pursuant to this Agreement, TCCI PARENTCO shall pay to Executive such additional amount as is necessary to 'gross up' such benefits and cover the anticipated income tax liability resulting from such taxable income.

1.04 - Business Expenses. TCCI PARENTCO shall promptly pay directly, or reimburse Executive for, all business expenses, to the extent such expenses are paid or incurred by Executive during the Term hereof in accordance with TCCI PARENTCO policy in effect from time to time and to the extent such expenses are reasonable and necessary to the conduct by Executive of TCCI PARENTCO's business.

1.05 - Fringe Benefits. During the Term of Executive's employment hereunder, TCCI PARENTCO shall make available to Executive: family medical, dental, and vision insurance; sick leave; the TCCI PARENTCO 401(k) plan with TCCI PARENTCO matching contributions; short and long-term disability insurance; short-term incentive compensation ("STIP"); bonuses; stock options (also referred to in Subsection 1.03(c) above); restricted stock (also referred to in Subsection 1.03(d) above); retirement; vacation; and other like benefits as are approved by the Board or the Compensation Committee thereof and provided from time to time to other senior executives of TCCI PARENTCO, TCCI, Parentco, or TCCI PARENTCO's other subsidiaries. During the initial Term or any subsequent Term of this Agreement, TCCI PARENTCO shall pay one hundred percent (100%) of the cost of Executive's family medical, dental, and vision insurance. Executive shall be entitled to four (4) weeks of paid vacation or personal leave in each calendar year during the Term. Executive shall also be entitled to paid holiday leave according to TCCI PARENTCO's holiday schedule published annually and in effect from time to time.

1.06 – Term and Termination of Employment.

(a) Term. The Term of this Agreement shall be guaranteed to Executive for five (5) years commencing from the Employment Date first listed above. Upon expiration of the initial Term of this Agreement, this Agreement shall automatically renew for additional terms of two (2) years (each a "subsequent Term") unless either party provides at least ninety (90) days' written notice prior to the expiration of the initial Term or any subsequent Term of its intent not to renew this Agreement to the other party, and, if such notice is properly given, this Agreement and Executive's employment hereunder shall terminate as of the close of business upon the expiration of the initial Term or any subsequent Term, as applicable. Any termination of this Agreement shall not be effective as to those portions of this Agreement which, by their express terms as set forth below, require performance by either party following termination of this Agreement.

(b) Termination Due to a Change of Control, Without Cause, Good Reason, or for Cause.

(i) If Executive terminates Executive's employment under this Agreement for 'good reason' or during the 180-day period following the date of the occurrence of a 'Change of Control,' or if TCCI PARENTCO terminates Executive's employment under this Agreement for any reason other than for 'cause' as defined below, then, upon any such termination of Executive's employment, (A) TCCI PARENTCO shall pay to Executive compensation at an annual rate equal to the sum of (I) the annual rate of Base Salary in effect upon such termination, and (II) an amount equal to the aggregate short-term incentive compensation (under the TCCI PARENTCO Short-Term Incentive Plan) paid by TCCI PARENTCO to Executive for the last fiscal year completed before the fiscal year in which the termination of employment occurs (or, if such termination occurs prior to the end of the fiscal year in which the Employment Date occurs, the amount of actual aggregate short-term incentive compensation to which Executive would have been entitled (calculated at target) had Executive remained employed through the last day of such fiscal year), as determined on an annualized basis (if the short-term incentive compensation for the preceding fiscal year or the initial fiscal year of employment hereunder is computed on a prorated basis), such compensation to be paid throughout the remainder of the initial Term or any subsequent Term following such termination at such periodic intervals as Base Salary would have been made had Executive remained employed by TCCI PARENTCO hereunder; (B) any portion of any option to purchase shares of TCCI PARENTCO common stock granted pursuant to Subsections 1.03(c) or 1.05 of this Agreement and held by Executive at the time of such termination of employment that is not yet vested in accordance with its terms shall fully vest upon the date of such termination of employment, and shall be exercisable for the period described in the stock option plan approved by the Board, after such date of termination of employment; (C) any Restricted Shares granted pursuant to Subsection 1.03(d) of this Agreement and held by Executive at the time of such termination of employment that are not yet vested (meaning the Shares are still subject to restrictions) shall fully vest upon the date of such termination of employment, and all restrictions on any Restricted Shares so vested shall terminate; and (D) TCCI PARENTCO shall, for the remainder of the initial Term or any subsequent Term following such termination, continue Executive's TCCI PARENTCO-paid health, dental, vision, basic life, and disability insurance benefits (such health insurance benefits to be provided by the payment by TCCI PARENTCO (whether directly or by reimbursement) of Executive's premiums/contributions due as a result of Executive selecting continuation coverage (COBRA) under the plans providing such benefits) but only to the extent Executive does not obtain similar benefits paid for by a third party after such termination, and only for a period of two years.

(ii) For the purpose of this subsection, 'good reason' shall mean:

(A) Executive is made subject to the authority and direction of any person other than the Chief Executive Officer of TCCI PARENTCO and the Board, (a 'Subordination Event'). If a Subordination Event occurs, Executive shall have 6 months from the date he has actual knowledge of such Subordination Event to terminate his employment for good cause for this reason. If Executive does not terminate his employment for this reason within such 6-month period, Executive waives his right to terminate his employment by reason of such Subordination Event;

(B) Any material diminution in Executive's duties, responsibilities, or authority as set forth in this Agreement; and

(C) Any other material breach of this Agreement by TCCI PARENTCO which is not remedied by TCCI PARENTCO within a reasonable period of time not to exceed thirty (30) days after TCCI PARENTCO's receipt of written notice of the breach from Executive, provided the breach can reasonably be cured in thirty (30) days.

To the extent that this Agreement or any agreement referred to herein imposes an obligation on TCCI PARENTCO or otherwise requires that TCCI PARENTCO take (or refrain from taking) any action, any material breach of such obligation or requirement by TCCI PARENTCO shall be treated as a material breach of this Agreement by TCCI PARENTCO.

(iii) For the purpose of this subsection, a 'Change of Control' shall mean:

(A) the acquisition, other than from TCCI PARENTCO, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 as amended (the 'Exchange Act')), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of the then outstanding voting securities of TCCI PARENTCO entitled to vote generally in the election of directors, but excluding, for this purpose, any such acquisition by TCCI PARENTCO or any of its subsidiaries, or any employee benefit plan (or related trust) of TCCI PARENTCO or its subsidiaries, or any corporation with respect to which, following such acquisition, more than 50% of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners of the voting securities of TCCI PARENTCO immediately prior to such acquisition in substantially the same proportion as their ownership, immediately prior to such acquisition, of the then outstanding voting securities of TCCI PARENTCO entitled to vote generally in the election of directors, as the case may be; or

(B) individuals who, as of the date hereof, constitute the Board (as of the date hereof, the 'Incumbent Board') cease for any reason to constitute at least a majority of the Board, provided that any individual or individuals becoming a director subsequent to the date hereof, whose election, or nomination for election by TCCI PARENTCO's shareholders, was approved by a vote of at least a majority of the Board (or nominating committee of the Board) shall be considered as though such individual were a member or members of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of TCCI PARENTCO (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act); or

(C) approval by the shareholders of TCCI PARENTCO of (I) a reorganization, merger or consolidation of TCCI PARENTCO, in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the voting securities of TCCI PARENTCO immediately prior to such reorganization, merger or consolidation do not, following such reorganization, merger or consolidation, beneficially own, directly or indirectly, more than 50% of the then outstanding voting securities entitled to vote generally in the election of directors of the corporation resulting from such reorganization, merger or consolidation, (II) a complete liquidation or dissolution of TCCI PARENTCO, voluntary or involuntary, or (III) the sale or other disposition of all or substantially all of the assets of TCCI PARENTCO.

(iv) For the purpose of this subsection, 'cause' shall mean any one or more of the following grounds:

(A) Executive's commission of an act materially and demonstrably detrimental to the good will of TCCI PARENTCO or any subsidiary of TCCI PARENTCO, which act clearly constitutes reckless conduct or willful misconduct by the Executive in the performance of his material duties to TCCI PARENTCO; or

(B) commission by Executive of any act of dishonesty, or breach of trust resulting in personal gain or enrichment of Executive at the expense of TCCI PARENTCO or any subsidiary of TCCI PARENTCO; or

(C) Executive's conviction of a felony (involving an act of moral turpitude).

Provided, however, that Executive shall receive not less than thirty (30) days' advance notice of any termination for cause by reason of a ground or grounds described in paragraphs (A) through (C), and shall have the opportunity to meet with the Chief Executive Officer to discuss whether there are grounds for termination for cause.

(c) Termination Due to Mutual Agreement. The parties may terminate Executive's employment under this Agreement at any time by mutual written agreement.

(d) No Further Obligations. Upon termination of Executive's employment under this Agreement by TCCI PARENTCO for cause as described in Subsection 1.06(b)(iv) or by Executive without cause, TCCI PARENTCO shall have no further obligations under this Agreement and no further payments of Base Salary or other compensation or benefits shall be payable by TCCI PARENTCO to Executive, except (i) as set forth in this Section 1.06, (ii) as required by the express terms of any written benefit plans or written arrangements maintained by TCCI PARENTCO and applicable to Executive at the time of such termination of Executive's employment, (iii) as may be required by law, (iv) the payment of compensation and benefits that have been earned or accrued and not yet paid, or (v) as may be mutually agreed upon between the parties in a negotiated Employment Agreement Termination package.

(e) Special Considerations for Executive's death or total and permanent disability. The term 'total and permanent disability' shall have the meaning ascribed thereto under any long-term disability plan maintained by TCCI PARENTCO for TCCI PARENTCO executives. In the event of Executive's death or total and permanent disability, any of Executive's deferred compensation; earned but unpaid compensation, including, but not limited to Base Salary, STIP, or other compensation; and vested Stock Options and Restricted Stock shall immediately be payable and transferable to Executive's estate. To the extent allowable under law and the TCCI PARENTCO stock plan, any of Executive's unvested Stock Options shall immediately vest and become payable, exercisable, or transferable to or by Executive's estate and any Restricted Shares granted pursuant to Subsection 1.03(d) of this Agreement and held by Executive at the time of such death or total and permanent disability that are not yet vested (meaning the Shares are still subject to restrictions) shall fully vest upon the date of such death or total and permanent disability, and all restrictions on any Restricted Shares so vested shall terminate.

1.07 – Employee Location. During the term of Executive's employment hereunder, Executive shall be allowed to work remotely, including, but not limited to, Executive's home or office in the greater Orlando, Florida area.

1.08 – Mutual Understanding of the Parties. The parties understand and agree that the purpose of the continued employment for Executive for the Term of this Agreement was made as one of the requirements for Executive organizing and agreeing to the sale of TCCI to Parentco and that Executive would not have agreed to sell TCCI to Parentco were it not for a guarantee of future employment by TCCI Parentco, therefore Executive's employment under this Agreement should be viewed as part of the terms and compensation of sale by Executive of TCCI to Parentco (i.e., the sales price of TCCI would have been substantially more were it not for Parentco's guarantee of employment to Executive under this Agreement and negotiated as part of the sale of TCCI to Parentco).

ARTICLE TWO

CONFIDENTIALITY

2.01 - Background and Relationship of Parties. The parties acknowledge (for all purposes including, without limitation, Articles Two and Three of this Agreement) that TCCI PARENTCO and its subsidiaries have been and will be engaged in a continuous program of acquisition and development respecting their businesses, present and future, and that, in connection with Executive's employment by TCCI PARENTCO, Executive will be expected to have access to all information of value to TCCI PARENTCO and that Executive's employment creates a relationship of confidence and trust between Executive and TCCI PARENTCO with respect to any information applicable to the businesses of TCCI PARENTCO and its subsidiaries. Executive will possess or have unfettered access to information that has been created, developed, or acquired by TCCI PARENTCO and its subsidiaries or otherwise become known to TCCI PARENTCO and its subsidiaries and which has commercial value in the businesses in which TCCI PARENTCO and its subsidiaries have been and will be engaged and has not been publicly disclosed by TCCI PARENTCO. All information described above is hereinafter called 'Proprietary Information.' By way of illustration, but not limitation, Proprietary Information includes trade secrets, customer lists and information, employee lists and information, developments, systems, designs, know-how, marketing plans, product information, business and financial information and plans, strategies, forecasts, new products and services, financial statements, budgets, projections, prices, and acquisition and disposition plans. Proprietary Information shall not include any portions of such information which are now or hereafter made public by third parties in a lawful manner or made public by parties hereto without violation of this Agreement.

2.02 - Proprietary Information is Property of TCCI PARENTCO.

(a) All Proprietary Information shall be the sole property of TCCI PARENTCO (or the applicable subsidiary of TCCI PARENTCO) and its assigns, and TCCI PARENTCO (or the applicable subsidiary of TCCI PARENTCO) shall be the sole owner of all patents, copyrights, trademarks, names, and other rights in connection therewith and without regard to whether TCCI PARENTCO (or any subsidiary of TCCI PARENTCO) is at any particular time developing or marketing the same. Executive hereby assigns to TCCI PARENTCO any rights Executive may have or may acquire in such Proprietary Information. At all times, Executive will keep in strictest confidence and trust all Proprietary Information and Executive will not use or disclose any Proprietary Information without the written consent of TCCI PARENTCO, except as may be necessary in the ordinary course of performing duties as an employee of TCCI PARENTCO or an officer of TCCI PARENTCO or as may be required by law or the order of any court or governmental authority. Except as otherwise provided in Article Three of this Agreement, the foregoing shall not preclude Executive, after the termination of his employment under this Agreement, from contacting or doing business with any supplier, consultant, or other person with whom he became acquainted during his employment hereunder.

(b) In the event of the termination of Executive's employment by TCCI PARENTCO, Executive shall promptly deliver to TCCI PARENTCO all copies of all documents, notes, drawings, specifications, documentation, data, and other materials of any nature belonging to TCCI PARENTCO or any subsidiary of TCCI PARENTCO and obtained during the course of Executive's employment with TCCI PARENTCO. In addition, upon such termination, Executive will not remove from the premises of TCCI PARENTCO or any subsidiary of TCCI PARENTCO any of the foregoing or any reproduction of any of the foregoing or any Proprietary Information that is embodied in a tangible medium of expression.

ARTICLE THREE

NON-HIRING; NO CONFLICTS; NONCOMPETITION

3.01 - General. The parties hereto acknowledge that, during the course of Executive's employment by TCCI PARENTCO, Executive shall have access to information valuable to TCCI PARENTCO concerning the key employees of TCCI PARENTCO and its subsidiaries ('TCCI PARENTCO Employees') and, in addition to Executive's access to such information, Executive may, during (and in the course of) Executive's employment by TCCI PARENTCO, develop relationships with such TCCI PARENTCO Employees whereby information valuable to TCCI PARENTCO and its subsidiaries concerning the TCCI PARENTCO Employees was acquired by Executive. Such information includes, without limitation: the identity, skills, and performance levels of the TCCI PARENTCO Employees, as well as compensation and benefits paid by TCCI PARENTCO to such TCCI PARENTCO Employees.

3.02 - Non-Hiring. During the period of Executive's employment hereunder and during the time Executive is receiving payments hereunder and for a period of one year after the later of: termination by TCCI PARENTCO or Executive of such employment or cessation of such payments, the Executive will not knowingly recruit, solicit, or hire any individual who is employed by TCCI PARENTCO or any of its subsidiaries at any time during the six-month period ending with the date of termination of Executive's employment hereunder, or otherwise induce any such employee to leave the employment of TCCI PARENTCO (or the applicable employer-subsidiary of TCCI PARENTCO) to become an employee of or otherwise be associated with any other party or with Executive or any company or business with which Executive is or may become associated.

3.03 - No Conflicts. Executive represents in good faith that, to the best of his knowledge, the performance by Executive of all the terms of this Agreement will not breach any agreement to which Executive is or was a party and which requires Executive to keep any information in confidence or in trust. Executive has not brought and will not bring with him to TCCI PARENTCO or TCCI PARENTCO nor will Executive use in the performance of employment responsibilities at TCCI PARENTCO any proprietary materials or documents of a former employer that are not generally available to the public, unless Executive has obtained express written authorization from such former employer for their possession and use. Executive has not and will not breach any obligation of confidentiality that Executive may have to former employers and Executive shall fulfill all such obligations during his employment with TCCI PARENTCO.

3.04 - Non-Competition.

(a) During any period of Executive's employment with TCCI PARENTCO, Executive shall not engage in, or own or control any interest in (except as a passive investor in publicly-held companies, holding less than one percent of its outstanding securities), or act as an officer, director, or employee of, or consultant, advisor or lender to, any firm, corporation, institution, or business which engages in any line of business which is competitive with any line of business of TCCI PARENTCO or any of its subsidiaries (or which TCCI PARENTCO or any subsidiary is then engaged in evaluating or developing).

(b) During the one-year period immediately following the termination of Executive's employment hereunder by TCCI PARENTCO or Executive, Executive will not own or control any interest in (except as a passive investor in publicly-held companies, holding less than one percent of its outstanding equity securities) or act as an officer, director, or employee of, or consultant, advisor, or lender to, any firm, corporation, institution, or business which engages in any line of business which is competitive with any line of business of TCCI PARENTCO or any of its subsidiaries at the time Executive's employment terminates.

(c) For purposes of subsection 3.04(b), as to TCCI PARENTCO, the term 'line of business' shall not include any line of business the revenues of which constituted less than 25% of the consolidated revenues of TCCI PARENTCO for the fiscal year of TCCI PARENTCO completed on, or most recently completed prior to, the effective date of the termination of Executive's employment hereunder; and, as to any corporation, firm, institution, or business with which Executive proposes to become associated, as set forth in said subsection 3.04(b), any line of business which constituted less than 25% of the consolidated revenues of such corporation, firm, institution, or business. It is further agreed that, on the date hereof, the lines of business of TCCI PARENTCO (as determined without regard to the 25% of revenue requirement) consist of consumer monthly budget bill payment programs and related services (to which is attributable more than 75% of TCCI PARENTCO's consolidated gross revenues for its fiscal year ended December 31st, 2017).

(d) Section 3.04(b) shall not apply following any termination of Executive's employment hereunder by Executive for cause or due to TCCI PARENTCO's breach.

3.05 - Reasonableness of Restrictions. Executive and TCCI PARENTCO acknowledge that the restrictions contained in this Agreement are reasonable, but should any provisions of any Article of this Agreement be determined to be invalid, illegal, or otherwise unenforceable or unreasonable in scope by any court of competent jurisdiction, the validity, legality, and enforceability of the other provisions of this Agreement shall not be affected thereby and the provision found invalid, illegal, or otherwise unenforceable or unreasonable shall be considered by TCCI PARENTCO and Executive to be amended as to scope of protection, time, or geographic area (or any one of them, as the case may be) in whatever manner is considered reasonable by that court and, as so amended, shall be enforced.

ARTICLE FOUR

MISCELLANEOUS

4.01 - Third-Party Beneficiary. The parties hereto agree that TCCI PARENTCO is a third-party beneficiary as to the obligations imposed upon Executive under this Agreement and as to the rights and privileges to which TCCI PARENTCO is entitled pursuant to this Agreement, and that TCCI PARENTCO is entitled to all of the rights and privileges associated with such third-party-beneficiary status.

4.02 - Entire Agreement. This Agreement constitutes the entire agreement and understanding between TCCI PARENTCO and Executive concerning the subject matter hereof. No modification, amendment, termination, or waiver of this Agreement shall be binding unless in writing and signed by Executive and a duly authorized officer of TCCI PARENTCO. Failure of TCCI PARENTCO or Executive to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions.

4.03 - Specific Performance by Executive. The parties acknowledge that money damages alone will not adequately compensate TCCI PARENTCO or Executive for breach of any of the covenants and agreements herein and, therefore, in the event of the breach or threatened breach of any such covenant or agreement by either party, in addition to all other remedies available at law, in equity or otherwise, a wronged party shall be entitled to injunctive relief compelling specific performance of (or other compliance with) the terms hereof.

4.04 - Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Executive and the heirs, executors, assigns and administrators of Executive or his estate and property and shall inure to the benefit of TCCI PARENTCO and their successors and assigns. Executive may not assign or transfer to others the obligation to perform Executive's duties hereunder.

4.05 - Withholding Taxes. From any payments due hereunder to Executive from TCCI PARENTCO, there shall be withheld amounts required to be withheld to satisfy liabilities for federal, state, and local taxes and other charges and customary withholdings to which Executive consents. Executive remains primarily liable to such authorities for such taxes and charges to the extent not actually paid by TCCI PARENTCO. This Section 4.05 shall not affect TCCI PARENTCO's obligation to 'gross up' any relocation benefits paid to Executive pursuant to Subsection 1.03(e)(ii).

4.06 - Indemnification. To the fullest extent permitted by law and TCCI PARENTCO's Bylaws, TCCI PARENTCO hereby indemnifies during and after the period of Executive's employment hereunder the Executive from and against all loss, costs, damages, and expenses including, without limitation, legal expenses of counsel selected by TCCI PARENTCO to represent the interests of Executive (which expenses TCCI PARENTCO will, to the extent so permitted, advance to Executive as the same are incurred) arising out of or in connection with the fact that Executive is or was a director, officer, employee, or agent of TCCI PARENTCO or serving in such capacity for another corporation at the request of TCCI PARENTCO. Notwithstanding the foregoing, the indemnification provided in this Section 4.06 shall not apply to any loss, costs, damages, and expenses arising out of or relating in any way to any employment of Executive by any former employer or the termination of any such employment.

4.07 - Notices. Notices hereunder shall be deemed delivered five days following deposit thereof in the United States mails (registered or certified mail, return receipt requested and postage prepaid) addressed to Executive at: 15136 Driftwood Bend Street, Winter Garden, FL 34787; and to TCCI PARENTCO at: [Insert Address]; Attn: [Insert Name], with a copy to [Insert Copy to Address]; or to such other address and/or person designated by either party in writing and in the same manner to the other party.

4.08 - Counterparts. This Agreement may be signed in counterparts and delivered by facsimile transmission confirmed promptly thereafter by actual delivery of executed counterparts.

Executed as a sealed instrument under, and to be governed by, construed and enforced in accordance with, the laws of the State of Florida.

EXECUTIVE:

Shawn P. Carden

Shawn P. Carden
Dated: 3/27/2018

Accepted and Agreed:

otherwise, a wronged party shall be entitled to injunctive relief compelling specific performance of (or other compliance with) the terms hereof.

4.04 - Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Executive and the heirs, executors, assigns and administrators of Executive or his estate and property and shall inure to the benefit of TCCI PARENTCO and their successors and assigns. Executive may not assign or transfer to others the obligation to perform Executive's duties hereunder.

4.05 - Withholding Taxes. From any payments due hereunder to Executive from TCCI PARENTCO, there shall be withheld amounts required to be withheld to satisfy liabilities for federal, state, and local taxes and other charges and customary withholdings to which Executive consents. Executive remains primarily liable to such authorities for such taxes and charges to the extent not actually paid by TCCI PARENTCO. This Section 4.05 shall not affect TCCI PARENTCO's obligation to 'gross up' any relocation benefits paid to Executive pursuant to Subsection 1.03(e)(ii).

4.06 - Indemnification. To the fullest extent permitted by law and TCCI PARENTCO's Bylaws, TCCI PARENTCO hereby indemnifies during and after the period of Executive's employment hereunder the Executive from and against all loss, costs, damages, and expenses including, without limitation, legal expenses of counsel selected by TCCI PARENTCO to represent the interests of Executive (which expenses TCCI PARENTCO will, to the extent so permitted, advance to Executive as the same are incurred) arising out of or in connection with the fact that Executive is or was a director, officer, employee, or agent of TCCI PARENTCO or serving in such capacity for another corporation at the request of TCCI PARENTCO. Notwithstanding the foregoing, the indemnification provided in this Section 4.06 shall not apply to any loss, costs, damages, and expenses arising out of or relating in any way to any employment of Executive by any former employer or the termination of any such employment.

4.07 - Notices. Notices hereunder shall be deemed delivered five days following deposit thereof in the United States mails (registered or certified mail, return receipt requested and postage prepaid) addressed to Executive at: 15136 Driftwood Bend Street, Winter Garden, FL 34787; and to TCCI PARENTCO at: [Insert Address]; Attn: [Insert Name], with a copy to [Insert Copy to Address]; or to such other address and/or person designated by either party in writing and in the same manner to the other party.

4.08 - Counterparts. This Agreement may be signed in counterparts and delivered by facsimile transmission confirmed promptly thereafter by actual delivery of executed counterparts.

Executed as a sealed instrument under, and to be governed by, construed and enforced in accordance with, the laws of the State of Florida.

EXECUTIVE:

____

Shawn P. Carden
Dated: 4/1/2018

Accepted and Agreed:

Parentco 10588164 Canada Corp jointly with TCCI and collectively as TCCI PARENTCO:

Michael Hilmer
Chief Executive Officer
Dated: 4/1/2018

Exhibit A

Executive Short Term Incentive Plan ("STIP")

open bank - 2018 Short-Term Incentive Individual Scorecard

Employee: SHAWN CARDEN   Band: 1

Manager: SVP REGULATORY AND COMPLIANCE   BASE $ 200,000

Goal	Description of Individual/Business Unit Goals		Meet Target	Exceed Target	Allocation	
			100.0%	150.0%	45.0%	
		ELIGIBLE INCENTIVE	$ 90,000	$ 135,000		
P1 - Culture	Behaviour Promotes Corporate Culture		y	y	10.0%	
P2 - Development	transition of new portfolio's (completion)		y	y	10.0%	
P3 - goal	compliance and availability (recertification and audit)		y	y	10.0%	
P4 - goal	lab bank transition Per Transition Plan		y	y	10.0%	
P5 - goal					5.0%	
	Total Individual Target Allocation	When Complete, This Cell Must Equal cell F9			45.0%	A
	Description of Corporate Goals	Min Target	Meet Target %	Exceed Target %	Allocation	
		75.0%	100.0%	150.0%	55.0%	
		ELIGIBLE INCENTIVE	$ 110,000	$ 165,000		
C1 - Ending Customer Count	Organic GROWTH in customers	60,000.0	75,000.0	100,000.0	10.0%	
C2 - New Products	Acquired PORFOLIO customers and transition	18,000	25,000	75,000	10.0%	
C3 - Revenue	total revenue for the year	$ 9,000,000	$ 12,000,000	$ 15,000,000	10.0%	
C4 - Efficiency	SG&A Expenses to Revenue (%)	35%	30%	25%	10.0%	
C5 - Growth	margin %	44%	60%	66%	10.0%	
C6 - Compliance	EBITDA	8%	10%	15%	5.0%	
	Total Corporate Target Allocation				55.0%	B

When Complete, This Cell Must Be Zero ⟹ 0.0%

4th Quarter		
Result	M/E	Bonus %
y	M/E	10.00%
y	M/E	10.00%
y	M/E	10.00%
y	M/E	10.00%
		5.00%
$ 90,000.00		45.00%
4th Quarter		
Result	M/E	Bonus %
75,000	M/E	10.00%
25,000	M/E	10.00%
12,000,000	M/E	10.00%
30%	M/E	10.00%
60%	M/E	10.00%
0%	M/E	5.00%
$ 110,000		55.00%
Total Bonus	$ 200,000	100.00%

(A+B)

Remarks:

Employee Signature: ______

Manager Signature: ______

Human Resources Signature:

EXHIBIT E

Uptempo Inc.
American Express Tower
200 Vesey St, 24th Floor
New York, NY 10281
toll-free 866-UPTEMPO
uptempo.net

July 31, 2020

Dear Shawn,

In an effort to improve near term cash flow, we are working with several of our lenders to adjust payment terms in exchange for making the respective debt convertible into common shares and thus, provide upside potential for the noteholder.

Currently, you have a U.S. $712,500 note balance paying 6% interest with approximately five years remaining on the term. The note currently has no conversion into equity feature. You and Heather are also owed incentives and back salary.

We are proposing a more lucrative structure to you that provide you material benefits and improve the company's cash flow:

1. New Note Principal: $974,000
2. New Note Term: 5 years
3. New Interest Rate: 9 percent
4. Principal Payments: Interest only for six months commencing August, 2020 followed by pre-determined principal and interest payments thereafter (See schedule A)
5. Equity Conversion Feature: Balance of Note Convertible to Equity at $.36 U.S.D. (Same valuation as the initial raise – U.S.D.$15.6 MM) with no restrictions on sale upon conversion except as governed by regulatory bodies or the exchanges.
6. Stock options are granted and preserved per the attached. Pro-rata option grant will be issued in pubco representing the same proportionate allocation.
7. Uptempo will extend your existing employment agreement which currently has approximately 3 years remaining by an additional 1 year provided the employee waives change of ownership event that may be triggered by IPO related events.
8. Uptempo will reimburse the 401k funds of $$7,999.94 plus the missing employer contributions of $3,199.82 as of the date of this letter and extinguish the 401k plan.
9. The revised note will carry the same rights the current note does. Noteholder, by execution of this agreement, agrees and consents to assignment and transfer of the note and related rights to the ultimate IPO Shell and interim acquisition company if so required, provided the equity and conversion rights under the note are preserved. Such consent is granted on the basis that TCCI assets are also assigned or transferred together with the note.
10. Apart from the note discussed herein, no other historical payable will be owed to yourself or Heather going forward. This note reflects all historical amounts owed.
11. For the balance of 2020, unless EBITDA exceeds $100,000 per month, the employee will remain on his current COVID adjusted base salary. January 1, 2021 the salary will be restored. The employee will be eligible to participate in the 2020 board approved STIP once it has been created, and those amounts are expected to offset any salary concession from the period of July 1, 2020 to December 31, 2020. Any amounts owing under any pre-existing agreements are now null and void and structured into the new note structure

There are some clear financial benefits including the fact that interest is earned two years faster and the equity upside can gross up your equity position in the event the company goes public at a higher valuation. In the case of an IPO, with a convertible, you have the option to convert if the note related equity is 'in the money'. In doing so, the debt becomes equity to the company, and the note is eliminated, however you would have liquidity to then sell shares which potentially earns you the note cash and profit far faster than a 3 or 5 year amortization, with a profit.

The table below illustrates the note interest value in both scenarios (with the new note having a principal of $974,000):

	Current Note	Modified Note
Remaining Term	5	3
Balance of Interest	$ 110,625	$ 219,881
Rate	6%	9%

In addition, I will seek approval at the next parent company board meeting for 500,000 warrants at a strike price of $.54 U.S.D. or approximately $.70 CDN. Warrants will have a 3 year expiry, subject to board approval. Any warrants granted in Uptempo, should Uptempo not be the IPO entity, will be granted then at the IPO entity level on a prorated proportionate basis with prorata pricing if so required.

The equity analysis follows and includes three scenarios where partial or full conversion occurs. If we IPO in fall 2020, the note balance would still be $974,000 given the principal holiday proposed until January 2020. This provides for maximum conversion value in the event we trade well in the public markets. My job is to get the message out and market the company to brokers, analysts and investment bankers which we would commence this summer. We would estimate something less than 100,000,000 fully diluted shares outstanding including shares issued for the raise, shares under convertibles, stock options and warrants. At U.S.D.$10 MM revenue run rate we would expect valuations to be in the 7-10 x revenue multiple, provided we are profitable and growing, we keep TCCI private within Uptempo and do an Uptempo IPO. At U.S.D.$100 MM valuation / 100,000,000 shares we would achieve U.S.D.$1.00 per share given that's where the recurring revenue is, and the valuation of recurring revenue is much higher on a weighted average basis. These models continue to be worked on. We believe we can generate similar price per share if we spin out TCCI. Many factors come into play including the market, our growth, our profit but we expect to be in that range +/- 25% for factors we don't control. In either scenario, your equity holdings would grow materially on conversion and notes would only convert if there were material gains on share price that warrant a conversion.

	Scenario A	Scenario B	Scenario C	Scenario D
Current Shares	2,135,000	2,135,000	2,135,000	2,135,000
Amount of note converted	250,000	500,000	750,000	974,000
Coversion Price	$ 0.36	$ 0.36	$ 0.36	$ 0.36
Shares Issued	694,444	1,388,889	2,083,333	2,705,556
Relative Increase in Equity	33%	65%	98%	127%
Market PPS @IPO	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Value of new shares	$ 694,444	$ 1,388,889	$ 2,083,333	$ 2,705,556
Gain on Conversion ($)	444,444	888,889	1,333,333	1,731,556
Value of Existing Shares	$ 2,135,000	$ 2,135,000	$ 2,135,000	$ 2,135,000
Value of All Shares	$ 2,829,444	$ 3,523,889	$ 4,218,333	$ 4,840,556
Balance of Note	$ 724,000	$ 474,000	$ 224,000	$ -

In the revised convertible debenture, we would include forced conversion options as follows:

1. If the VWAP 15 day (volume weighted average market price) trades above 1.25x your conversion price: 33% of the note must be converted
2. If the VWAP 15 day (volume weighted average market price) trades above 1.5x your conversion price: a further 33% of the note must be converted
3. If the VWAP 15 day (volume weighted average market price) trades above 1.75 x your conversion price: a further 33% of the note must be converted

On average, the stock would have to trade at U$.72 in order for the full note to be converted creating a gain of U.S.D.$974,000 and you would likely hold the shares well beyond the pricing above to maximize value, further increasing your potential gain.

VWAP is an important indicator and ensures that the stock is on the right trajectory before conversion. In other words, the stock must trade at a volume weighted average of a premium to the conversion price in order for the note to be forced to convert. However, you can convert the note at any time below or above those conversion prices. Further details on VWAP can be found here: https://www.investopedia.com/terms/v/vwap.asp

Given your historical support and concessions you have made along-side all of us as senior executives, we wanted to provide a very generous option for you as we ask for still more support in adjusting the note. We think this is a very equitable offer that returns your cash faster, gives you much more upside exposure with downside protection offered by a note, and helps the company through 2020. The note would transfer with TCCI into any spin-out to ensure liquidity follows the note in the event that becomes the chosen and most equitable path to creating shareholder and noteholder value.

Also, please note the confidential nature of this letter and the terms discussed herein are not to be disclosed to any third party without prior approval from Uptempo Inc.

If this structure is acceptable, please sign below acknowledging your acceptance and we will quickly turn around the paperwork. Thank you for your support.

Best Regards,

Michael Hilmer
Chairman and Chief Executive Officer, Uptempo Inc.

Accepted:

Shawn P. Carden

Shawn Carden
In my personal capacity as Note Holder.

Schedule 'A' Amortization Modified Note

Principal	$ 974,000			
Interest	9%			
Month	Interest	Principal	P+I	Balance
1				$ 974,000
2	$ 7,305	0	$ 7,305	$ 974,000
3	$ 7,305	0	$ 7,305	$ 974,000
4	$ 7,305	0	$ 7,305	$ 974,000
5	$ 7,305	0	$ 7,305	$ 974,000
6	$ 7,305	0	$ 7,305	$ 974,000
7	$ 7,305	$ 32,467	$ 39,772	$ 941,533
8	$ 7,062	$ 32,467	$ 39,528	$ 909,067
9	$ 6,818	$ 32,467	$ 39,285	$ 876,600
10	$ 6,575	$ 32,467	$ 39,041	$ 844,133
11	$ 6,331	$ 32,467	$ 38,798	$ 811,667
12	$ 6,088	$ 32,467	$ 38,554	$ 779,200
13	$ 5,844	$ 16,233	$ 22,077	$ 762,967
14	$ 5,722	$ 16,233	$ 21,956	$ 746,733
15	$ 5,601	$ 16,233	$ 21,834	$ 730,500
16	$ 5,479	$ 16,233	$ 21,712	$ 714,267
17	$ 5,357	$ 16,233	$ 21,590	$ 698,033
18	$ 5,235	$ 16,233	$ 21,469	$ 681,800
19	$ 5,114	$ 16,233	$ 21,347	$ 665,567
20	$ 4,992	$ 16,233	$ 21,225	$ 649,333
21	$ 4,870	$ 16,233	$ 21,103	$ 633,100
22	$ 4,748	$ 16,233	$ 20,982	$ 616,867
23	$ 4,627	$ 16,233	$ 20,860	$ 600,633
24	$ 4,505	$ 16,233	$ 20,738	$ 584,400
25	$ 4,383	$ 16,233	$ 20,616	$ 568,167
26	$ 4,261	$ 16,233	$ 20,495	$ 551,933
27	$ 4,140	$ 16,233	$ 20,373	$ 535,700
28	$ 4,018	$ 16,233	$ 20,251	$ 519,467
29	$ 3,896	$ 16,233	$ 20,129	$ 503,233
30	$ 3,774	$ 16,233	$ 20,008	$ 487,000
31	$ 3,653	$ 16,233	$ 19,886	$ 470,767
32	$ 3,531	$ 16,233	$ 19,764	$ 454,533
33	$ 3,409	$ 16,233	$ 19,642	$ 438,300
34	$ 3,287	$ 16,233	$ 19,521	$ 422,067
35	$ 3,166	$ 16,233	$ 19,399	$ 405,833
36	$ 3,044	$ 16,233	$ 19,277	$ 389,600
37	$ 2,922	$ 16,233	$ 19,155	$ 373,367
38	$ 2,800	$ 16,233	$ 19,034	$ 357,133
39	$ 2,679	$ 16,233	$ 18,912	$ 340,900
40	$ 2,557	$ 16,233	$ 18,790	$ 324,667
41	$ 2,435	$ 16,233	$ 18,668	$ 308,433
42	$ 2,313	$ 16,233	$ 18,547	$ 292,200
43	$ 2,192	$ 16,233	$ 18,425	$ 275,967
44	$ 2,070	$ 16,233	$ 18,303	$ 259,733
45	$ 1,948	$ 16,233	$ 18,181	$ 243,500
46	$ 1,826	$ 16,233	$ 18,060	$ 227,267
47	$ 1,705	$ 16,233	$ 17,938	$ 211,033
48	$ 1,583	$ 16,233	$ 17,816	$ 194,800
49	$ 1,461	$ 16,233	$ 17,694	$ 178,567
50	$ 1,339	$ 16,233	$ 17,573	$ 162,333
51	$ 1,218	$ 16,233	$ 17,451	$ 146,100
52	$ 1,096	$ 16,233	$ 17,329	$ 129,867
53	$ 974	$ 16,233	$ 17,207	$ 113,633
54	$ 852	$ 16,233	$ 17,086	$ 97,400
55	$ 730	$ 16,233	$ 16,964	$ 81,167
56	$ 609	$ 16,233	$ 16,842	$ 64,933
57	$ 487	$ 16,233	$ 16,720	$ 48,700
58	$ 365	$ 16,233	$ 16,599	$ 32,467
59	$ 243	$ 16,233	$ 16,477	$ 16,233
60	$ 122	$ 16,233	$ 16,355	$ (0)

Schedule 'B' Amortization Current Note

	Total	Tranche 1	Tranche 2	Tranche 3
		100%	0%	0%
Capital Required	$ 737,500	$ 737,500	$ -	$ -
Gross Interest	0.50%	month	6%	annually
Est. Closing Costs	$ -			
Amort Years	5			
Interest Only for	7	months		

		Gross Interest Paid	Principle Paid	P + I Payment	Outstanding Principle	Tranches
Month	**1**	$ 3,688	$ -	$ 3,688	$ 737,500	**$ 737,500**
Month	2	$ 3,625	$ 12,500	$ 16,125	$ 725,000	
Month	3	$ 3,563	$ 12,500	$ 16,063	$ 712,500	
Month	4	$ 3,500	$ 12,500	$ 16,000	$ 700,000	
Month	5	$ 3,438	$ 12,500	$ 15,938	$ 687,500	
Month	6	$ 3,375	$ 12,500	$ 15,875	$ 675,000	
Month	7	$ 3,313	$ 12,500	$ 15,813	$ 662,500	
Month	8	$ 3,250	$ 12,500	$ 15,750	$ 650,000	
Month	9	$ 3,188	$ 12,500	$ 15,688	$ 637,500	
Month	10	$ 3,125	$ 12,500	$ 15,625	$ 625,000	
Month	11	$ 3,063	$ 12,500	$ 15,563	$ 612,500	
Month	12	$ 3,000	$ 12,500	$ 15,500	$ 600,000	
Month	**13**	**$ 2,938**	$ 12,500	**$ 15,438**	**$ 587,500**	**$ -**
Month	14	$ 2,875	$ 12,500	$ 15,375	$ 575,000	
Month	15	$ 2,813	$ 12,500	$ 15,313	$ 562,500	
Month	16	$ 2,750	$ 12,500	$ 15,250	$ 550,000	
Month	17	$ 2,688	$ 12,500	$ 15,188	$ 537,500	
Month	18	$ 2,625	$ 12,500	$ 15,125	$ 525,000	
Month	19	$ 2,563	$ 12,500	$ 15,063	$ 512,500	
Month	20	$ 2,500	$ 12,500	$ 15,000	$ 500,000	
Month	21	$ 2,438	$ 12,500	$ 14,938	$ 487,500	
Month	22	$ 2,375	$ 12,500	$ 14,875	$ 475,000	
Month	23	$ 2,313	$ 12,500	$ 14,813	$ 462,500	
Month	24	$ 2,250	$ 12,500	$ 14,750	$ 450,000	
Month	**25**	**$ 2,188**	$ 12,500	**$ 14,688**	**$ 437,500**	**$ -**
Month	26	$ 2,125	$ 12,500	$ 14,625	$ 425,000	
Month	27	$ 2,063	$ 12,500	$ 14,563	$ 412,500	
Month	28	$ 2,000	$ 12,500	$ 14,500	$ 400,000	
Month	29	$ 1,938	$ 12,500	$ 14,438	$ 387,500	
Month	30	$ 1,875	$ 12,500	$ 14,375	$ 375,000	
Month	31	$ 1,813	$ 12,500	$ 14,313	$ 362,500	
Month	32	$ 1,750	$ 12,500	$ 14,250	$ 350,000	
Month	33	$ 1,688	$ 12,500	$ 14,188	$ 337,500	
Month	34	$ 1,625	$ 12,500	$ 14,125	$ 325,000	
Month	35	$ 1,563	$ 12,500	$ 14,063	$ 312,500	
Month	36	$ 1,500	$ 12,500	$ 14,000	$ 300,000	
Month	37	$ 1,438	$ 12,500	$ 13,938	$ 287,500	
Month	38	$ 1,375	$ 12,500	$ 13,875	$ 275,000	
Month	39	$ 1,313	$ 12,500	$ 13,813	$ 262,500	
Month	40	$ 1,250	$ 12,500	$ 13,750	$ 250,000	
Month	41	$ 1,188	$ 12,500	$ 13,688	$ 237,500	
Month	42	$ 1,125	$ 12,500	$ 13,625	$ 225,000	
Month	43	$ 1,063	$ 12,500	$ 13,563	$ 212,500	
Month	44	$ 1,000	$ 12,500	$ 13,500	$ 200,000	
Month	45	$ 938	$ 12,500	$ 13,438	$ 187,500	
Month	46	$ 875	$ 12,500	$ 13,375	$ 175,000	
Month	47	$ 813	$ 12,500	$ 13,313	$ 162,500	
Month	48	$ 750	$ 12,500	$ 13,250	$ 150,000	
Month	49	$ 688	$ 12,500	$ 13,188	$ 137,500	
Month	50	$ 625	$ 12,500	$ 13,125	$ 125,000	
Month	51	$ 563	$ 12,500	$ 13,063	$ 112,500	
Month	52	$ 500	$ 12,500	$ 13,000	$ 100,000	
Month	53	$ 438	$ 12,500	$ 12,938	$ 87,500	
Month	54	$ 375	$ 12,500	$ 12,875	$ 75,000	
Month	55	$ 313	$ 12,500	$ 12,813	$ 62,500	
Month	56	$ 250	$ 12,500	$ 12,750	$ 50,000	
Month	57	$ 188	$ 12,500	$ 12,688	$ 37,500	
Month	58	$ 125	$ 12,500	$ 12,625	$ 25,000	
Month	59	$ 63	$ 12,500	$ 12,563	$ 12,500	
Month	60	$ -	$ 12,500	$ 12,500	$ -	

EXHIBIT F

UPTEMPO MARKETING CORP.

CONSENT OF SOLE SHAREHOLDER WITHOUT A MEETING

The undersigned, 10588164 CANADA CORP., being the holder of all issued and outstanding stock of UPTEMPO MARKETING CORP., a Delaware corporation (the "Corporation"), entitled to vote thereon, does hereby consent that a meeting of the stockholders of the Corporation be dispensed with for the purposes hereof, and does hereby take the following actions by written consent, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware:

Adoption of the following resolution, July 7, 2018:

Transfer of Consideration	RESOLVED that all Shares, Promissory Note and Security Agreement paid in consideration in respect to and made part of the Asset Purchase Agreement by and among the undersigned parties dated as of April 12, 2018, share be transferred to Melrose Ventures, LLC of Florida, owner of Intelligent Payment Processing Inc and payments be made to Melrose, as directed by Melrose.

[SIGNATURE PAGE FOLLOWS]

Dated: July 7, 2018

UPTEMPO MARKETING CORP.

By: ______________________
Name: Mike Hilmer
Title: Director
I have authority to bind the Corporation.

By: ______________________
Name: Michael C Timarco
Title: Director
I have authority to bind the Corporation.

10588164 CANADA CORP.

By: ______________________
Name: Mike Hilmer
Title: Director
I have authority to bind the Corporation.

By: ______________________
Name: Michael C Timarco
Title: Director
I have authority to bind the Corporation.

Melrose Ventures &
INTELLIGENT PAYMENT PROCESSING INC.

By: ______________________
Name: Michael C Timarco
Title: Director
I have authority to bind the Corporation.

EXHIBIT G

The Law Offices of Robert V. Beltrani
1038 West Jericho TurnPike
Smithtown, NY 11787
631-543-3456
Cell # 917-886-8540

Via Certified Mail with Return Receipt Request and Email

April 8th 2020

Attn: Michael Hilmer
Uptempo Marketing Corp
American Express Tower, 24th floor
200 Vesey, NY 10281

Attn: Michael Hilmer
Uptempo Inc.
American Express Tower, 24th floor
200 Vesey, NY 10281

RE: Notice of Default and Acceleration
Demand for Access to and Transfer of All Collateral

To Whom It May Concern:

I am contacting you on behalf of Michael Trimarco and Intelligent Payment Processing Inc., a/k/a IPPI with regard to that certain Promissory Note (the "Note") that was entered into between IPPI/Melrose (the "Holder") and Uptempo Marketing Corp (f/k/a Tempo Marketing Corp. a/k/a the "Maker") that was entered into between Uptempo Marketing Corp and IPPI on April 30th 2018 issued pursuant to that certain Asset Purchase Agreement dated April 12, 2018.

The Maker is in default of its obligations under all of the Note as a result of its failure to tender the required payments for April of 2020 to IPPI. IPPI is also in default for failing to make payments to debtors as such debts have matured and for otherwise transferring or dissipating collateral that stood as security for the Note. **Accordingly, please consider this to be formal notice that Maker is in default under the Terms of the Note. Please also be advised, pursuant to the Terms of**

the Note including Article 4 therein, that IPPI is hereby accelerating the amounts owed under the Note and that all outstanding amounts are now payable in full with interest.

Please note as well that under the Note all of Maker's payment obligations are unconditionally guaranteed by Uptempo Inc. Additionally, insofar as all of the obligations of the Maker under the Note are secured by all of the assets of Maker its parent, affiliated entities, successors, agents and assigns thereof are expressly enjoined from transferring, liquidating, dissipating, hypothecating, pledging, selling or borrowing against any and all assets including but not limited to all bank accounts, credit card accounts, Microsoft and intellectual property accounts and assets and all those assets referenced in those certain Security Agreement and UCC filings.

Please be further advised that Mr. Trimarco on behalf of IPPI pursuant to UCC Section 9-609 which is titled **Secured Party's Right to Take Possession after Default** states in pertinent part that a secured party under § 9-609 (1) may take possession of the collateral and under § 9-609 (b) do so with or without judicial process.

Accordingly, addressees are on notice that addressees must provide Mr. Trimarco and IPPI with unfettered access to and possession and control of any and all assets described therein. We would further call your attention to the fact that Article 8(a) of the Note constitutes an unequivocal promise to pay and (b) imposes a requirement you pay reasonable legal fees and (c) and (d) are a complete waiver of any right to protest.

Please be guided accordingly. An immediate response is required including but not limited to restoration of any all accounts or assets improperly transferred from Mr. Trimarco's access or control and unfettered access to any and all real property and records. It would be intelligent to effectuate a discussion as to next steps.

Cordially,

Robert Beltrani, Esq.