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**MERGER OR SHARE EXCHANGE
WHOOOP WIRELESS LLC**

Certificate of Status	0
Certified Copy	1
Page Count	66
Estimated Charge	858.75

8000

*LLC
Merger*

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DIVISION OF CORPORATIONS
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15 APR 23 AM 10:49
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04/27/15

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**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Zone Access Technologies, LLC	Georgia	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Whoop Wireless LLC	Florida	LLC
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:
- _____
- _____
- _____

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

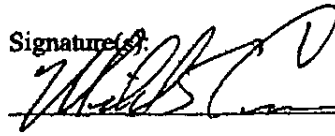
SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Zone Access Technologies, LLC

Signature(s):



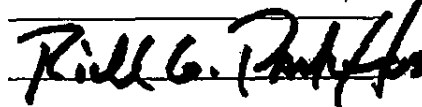
Typed or Printed

Name of Individual:

Michael Cummiskey

Manager

Whoop Wireless LLC



Richard Paul-Hus

Manager

Corporations:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

Fees: For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

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EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

among

WHOOPE WIRELESS, LLC,

ZONE ACCESS TECHNOLOGIES, LLC,

BERSD HOLDINGS, LLC

and

ZONE ACCESS HOLDINGS, LLC

Dated as of April 16, 2015

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of April __, 2015, by and among WHOOP WIRELESS, LLC, a Florida limited liability company f/k/a INcomm LLC ("Whoop"), ZONE ACCESS TECHNOLOGIES, LLC, a Georgia limited liability company, ("Zone"), BERSD HOLDINGS, LLC, a Florida limited liability company ("BERSD"), and ZONE ACCESS HOLDINGS, LLC, a Florida limited liability company ("ZHC").

WITNESSETH:

WHEREAS, Zone and Whoop desire to effect a business combination by means of the merger of Zone with and into Whoop;

WHEREAS, BERSD is the sole member of Whoop;

WHEREAS, ZHC is the sole member of Zone;

WHEREAS, BERSD, ZHC, Zone and Whoop have approved the merger of Zone with and into Whoop (the "Merger"), upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Actual Knowledge" means those facts that are known by a Person.

"Affiliate" shall mean, as to any Person, any other Person that controls, is controlled by, or is under common control with, such Person;

"Assets of Whoop" shall have the meaning set forth in Section 5.14;

"Assets of Zone" shall have the meaning set forth in Section 6.14;

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which banks in the State of Florida are not required or authorized to close;

"December 31, 2014 Whoop Balance Sheet" shall mean the balance sheet of Whoop as of December 31, 2014 prepared by Rice Vandenberg;

"December 31, 2014 Zone Balance Sheet" shall mean the balance sheet of Zone as of December 31, 2014 by Rice Vandenberg;

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"Environmental Claim" shall mean any claim, investigation, order, decree or lawsuit pursuant to any Environmental Law;

"Environmental Laws" shall mean any federal, state, or local statute, regulation, ordinance, order, decree, or other requirement of law relating to protection of human health or welfare or the environment or to the identification, transportation, handling, discharge, emission, treatment, storage, or disposal of any pollutant, contaminant, hazardous or soiled waste, or any hazardous or toxic substance or material. Without limiting the generality of the foregoing, Environmental Laws shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 261 et seq.; the Safe Drinking Water Act, 42 U.S.C. 43000(f) et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 et seq.; each as amended, together with the regulations promulgated thereunder, permits issued thereunder, and analogous state and local statutes, regulations and ordinances;

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended;

"GAAP" shall mean generally accepted accounting principles consistently applied;

"Governmental Entity" shall mean any federal, state or foreign governmental or public body, agency or authority;

"Knowledge" means those facts that are known by a Person or should reasonably have been known by a Person after due inquiry, including but not limited to facts that should reasonably have been known by an officer or employee of a Party through the proper and diligent discharge of his or her duties.

"Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien (statutory or other), conditional sale agreement, claim, charge, limitation or restriction;

"Parties" shall mean Zone, Whoop, BERSD and ZHC;

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or Governmental Entity;

"Securities Act" shall mean the Securities Act of 1933, as amended;

"Subsidiary" means, with respect to any Person, as the case may be, any entity, whether incorporated or unincorporated, of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or

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controlled by such party or by one or more of its respective Subsidiaries or by such party and any one or more of its respective Subsidiaries;

"Tax Return" shall mean any report, return, information return, filing, claim for refund or other information, including any schedules or attachments thereto, and any amendments to any of the foregoing required to be supplied to a taxing authority in connection with Taxes;

"Taxes" shall mean all federal, state, local or foreign taxes, including, without limitation, income, gross income, gross receipts, production, excise, employment, sales, use, transfer, ad valorem, profits, license, capital stock, franchise, severance, stamp, withholding, Social Security, employment, unemployment, disability, worker's compensation, payroll, utility, windfall profit, custom duties, personal property, real property, registration, alternative or add-on minimum, estimated and other taxes, governmental fees or like charges of any kind whatsoever, including any interest, penalties or additions thereto, whether disputed or not; and "Tax" shall mean any one of them;

"Whoop Disclosure Schedule" shall mean the disclosure schedule, dated the date hereof, provided by Whoop to Zone, setting forth the disclosures required pursuant to Article V of this Agreement;

"Whoop Intangible Assets" shall mean all intangible personal property rights, including, without limitation, all rights on the part of Whoop to proceeds of any insurance policies and all claims on the part of Whoop for recoupment, reimbursement and coverage under any insurance policies and all goodwill of Whoop, and including, without limitation, those items listed in Schedule 5.15 of Whoop Disclosure Schedule;

"Whoop Intellectual Property" shall mean all of the following owned by, issued to or licensed to Whoop: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works (including, without limitation, all software developed by Whoop), all copyrights, and all applications, registrations and renewals in connection therewith; (iv) all mask works and all applications, registrations and renewals in connection therewith; (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (vi) all computer software (including object code, source code, data and related documentation); (vii) all internet websites, including domain name registrations and content and software included therein; (viii) all other proprietary rights; (ix) all rights to recover for past infringements of any of the foregoing; and (x) all copies and tangible embodiments thereof (in whatever form or medium); including, without limitation, those items listed in Schedule 5.15 of Whoop Disclosure Schedule;

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"Whoop Material Adverse Effect" shall mean a material adverse effect on the business, assets, condition (financial or otherwise), prospects, liabilities or the results of operations of Whoop taken as a whole;

"Whoop Organizational Documents" shall mean the Certificate of Formation and the Operating Agreement of Whoop, together with all amendments thereto to the date hereof;

"Zone Disclosure Schedule" shall mean the disclosure schedule, dated the date hereof, provided by Zone to Whoop, setting forth the disclosures required pursuant to Article VI of this Agreement;

"Zone Intangible Assets" shall mean all intangible personal property rights, including, without limitation, all rights on the part of Zone to proceeds of any insurance policies and all claims on the part of Zone for recoupment, reimbursement and coverage under any insurance policies and all goodwill of Zone, and including, without limitation, those items listed in Schedule 6.15 of Zone Disclosure Schedule;

"Zone Intellectual Property" shall mean all of the following owned by, issued to or licensed to Zone: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works (including, without limitation, all software developed by Zone), all copyrights, and all applications, registrations and renewals in connection therewith; (iv) all mask works and all applications, registrations and renewals in connection therewith; (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (vi) all computer software (including object code, source code, data and related documentation); (vii) all internet websites, including domain name registrations and content and software included therein; (viii) all other proprietary rights; (ix) all rights to recover for past infringements of any of the foregoing; and (x) all copies and tangible embodiments thereof (in whatever form or medium); including, without limitation, those items listed in Schedule 6.15 of Zone Disclosure Schedule;

"Zone Material Adverse Effect" shall mean a material adverse effect on the business, assets, condition (financial or otherwise), liabilities or the results of operations of Zone taken as a whole;

"Zone Organizational Documents" shall mean the Articles of Organization and the Operating Agreement of Zone, together with all amendments thereto to the date hereto.

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ARTICLE II.

THE MERGER

Section 2.1. The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date, Zone shall be merged with and into Whoop and the separate existence of Zone shall thereupon cease, and Whoop, as the surviving company in the Merger (the "Surviving Company"), shall by virtue of the Merger continue its existence under the laws of the State of Florida.

Section 2.2. Effective Date of the Merger. The Merger shall become effective on April 16, 2015 (the "Effective Date") and (i) a properly executed Certificate of Merger (the "Certificate of Merger") will be duly filed with the Secretary of State of the State of Florida on or before April 23, 2015 and (ii) properly executed Articles of Merger (the "Articles of Merger") will be duly filed with the Secretary of State of the State of Georgia on or before April 23, 2015. The Parties shall cause the Certificate of Merger and Articles of Merger to be executed and filed as aforesaid on the Closing Date.

ARTICLE III.

THE SURVIVING COMPANY

Section 3.1. Certificate of Formation. The Certificate of Formation of Whoop shall be the Certificate of Formation of the Surviving Company after the Effective Date, and thereafter may be amended as provided therein or by law.

Section 3.2. Operating Agreement. The Operating Agreement of Whoop as in effect on the Effective Date shall be the Operating Agreement of the Surviving Company, and thereafter may be amended as provided therein or by law. BERSD and ZHC have initialed each page of the Operating Agreement of the Surviving Company.

Section 3.3. Managers; Officers. The managers of Whoop immediately prior to the Effective Date shall be modified such that the managers of the Surviving Company as of the Effective Date shall be Richard Paul-Hus, Bernard Paul-Hus, Scott Terry, and Michael Cummiskey; and the officers of Whoop immediately prior to the Effective Date shall be modified such that the officers of the Surviving Company as of the Effective Date shall be Richard Paul-Hus as President and Chief Executive Officer, David Eckmann as Chief Financial Officer, Scott Terry as Chief Technology Officer, David Ross as Chief Strategy Officer, Michael Cummiskey as Executive Vice President of Technical Strategy, and Sandra Seefeldt as Vice President of Channel Sales and Marketing, in each case until their respective successors are duly elected and qualified.

Section 3.4. Effects of Merger. The Merger shall have the effects set forth in Section 605.1026 of the Florida Revised Limited Liability Company Act.

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ARTICLE IV.

CONVERSION OF MEMBERSHIP INTERESTS

Section 4.1. Effect on Whoop and Zone Membership Interests. On the Effective Date, by virtue of the Merger and without any action on the part of any holder of any membership interests of Whoop ("Whoop Membership Interests") or membership interests of Zone ("Zone Membership Interests"):

(a) All issued and outstanding Whoop Membership Interests immediately prior to the Effective Date that are held by BERSD shall remain issued and outstanding, while all issued and outstanding Zone Membership Interests immediately prior to the Effective Date shall cease to be outstanding, shall be canceled and retired without payment of any consideration therefor and shall cease to exist.

(b) On the Effective Date, 500 Class B Whoop Membership Interests shall be issued by Whoop to ZHC, such that ZHC and BERSD shall each own 50% of the issued and outstanding Class B Whoop Membership Interests as of the Effective Date.

Section 4.2. Certificates. As soon as practicable after the Effective Date, each holder of Whoop Membership Interests will be entitled to receive certificates representing the number of Whoop Membership Interests owned by such holder.

Section 4.3. Dividends and Other Distributions. All Whoop Membership Interests to be issued pursuant to the Merger shall be deemed issued and outstanding on the Effective Date and whenever a dividend or other distribution is declared by Whoop in respect of the Whoop Membership Interests, the record date for which is on or after the Effective Date, that declaration shall include dividends or other distributions in respect of all membership interests issuable pursuant to this Agreement.

Section 4.4. Closing of Zone's Transfer Books. At the Effective Date, the unit transfer books of Zone shall be closed and no transfer of Zone Membership Interests shall be made thereafter.

Section 4.5. Additional Actions. If, at any time after the Effective Date, the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of Zone or otherwise to carry out this Agreement, the officers and directors of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of Zone, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of Zone, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Company or otherwise to carry out this Agreement.

Section 4.6. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at such time and place as Zone and Whoop shall mutually agree upon (the "Closing Date").

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H15000099726 3**ARTICLE V.****REPRESENTATIONS AND WARRANTIES OF BERSD AND WHOOP**

BERSD and Whoop hereby jointly and severally represent and warrant to ZHC and Zone, except as set forth in the correspondingly numbered schedule to Whoop Disclosure Schedule, that:

Section 5.1. Company Organization. Whoop is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power and authority to own or lease its properties and assets and to conduct its business as now conducted. Copies of Whoop Organizational Documents have been furnished to Zone or its representatives, and such copies are accurate and complete.

Section 5.2. Qualification to Do Business. Whoop is duly qualified to do business as a foreign corporation and is in good standing in every jurisdiction in which the character of the properties and assets owned or leased by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a Whoop Material Adverse Effect.

Section 5.3. Authorization and Validity of Agreement. Whoop and BERSD have all requisite corporate power and authority to enter into this Agreement and to carry out their respective obligations hereunder. The execution and delivery of this Agreement and the performance of Whoop's and BERSD's obligations hereunder have been duly authorized by all necessary corporate action by the managers and members of Whoop and BERSD, and no other proceedings on the part of Whoop or BERSD are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Whoop and BERSD and constitutes their valid and binding obligation, enforceable against them in accordance with its terms.

Section 5.4. No Conflict or Violation. The execution, delivery and performance of this Agreement by Whoop and BERSD do not, and the consummation by Whoop and BERSD of the Merger and the other transactions contemplated hereby will not (i) violate or conflict with any provision of Whoop or BERSD Organizational Documents, (ii) violate any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority, (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Whoop or BERSD is a party or by which either is bound or to which any of their respective properties or assets is subject, (iv) result in the creation or imposition of any Lien upon any of the assets, properties or rights of Whoop or BERSD, or (v) result in the cancellation, modification, revocation or suspension of any Whoop Licenses and Permits, except, in the case of clauses (iii), (iv) or (v) for violations, breaches, defaults, Liens, cancellations, modifications, revocations or suspensions that would not have an Whoop Material Adverse Effect.

Section 5.5. Consents and Approvals. Schedule 5.5 of Whoop Disclosure Schedule sets forth a true and complete list of each consent, waiver, authorization or approval of any

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Governmental Entity, or of any other Person, and each declaration to or filing or registration with any such Governmental Entity, that is required in connection with the execution and delivery of this Agreement by Whoop or the performance by Whoop of its obligations hereunder.

Section 5.6. Membership Interests and Related Matters. As of the date hereof 500 Class B Whoop Membership Interests are issued and outstanding and BERSD is the sole beneficial and record owner of all issued and outstanding Whoop Membership Interests. Whoop Membership Interests (i) have been duly authorized and validly issued and are fully paid and nonassessable and (ii) were issued in compliance with all applicable federal and state securities laws. Whoop does not have outstanding any securities convertible into or exchangeable for any Whoop Membership Interests, and Whoop is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire, or to register under the Securities Act, any Whoop Membership Interests. The Class B Whoop Membership Interests issued to ZHC in connection with the Merger shall on the Closing Date (i) shall be duly authorized and validly issued and be fully paid and nonassessable, (ii) be free and clear of any and all liens, charges, security interests, pledges, hypothecations, claims and encumbrances, and (iii) be issued in compliance with all applicable federal and state securities laws.

Section 5.7. Subsidiaries. Whoop has no subsidiaries.

Section 5.8. Financial Statements. Whoop has heretofore furnished to Zone copies of its balance sheets and statements of income, changes in shareholders' equity, and cash flow as of and for the fiscal years ended December 31, 2014; and (collectively, the "Whoop Financial Statements"). Whoop Financial Statements (i) were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, (ii) present fairly the financial position, results of operations and changes in financial position of Whoop as of such date and for the period then ended, (iii) are complete, correct and in accordance with the books of account and records of Whoop, except in the case of unaudited financial statements, with respect to the absence of any notes thereto and to normal and recurring year-end adjustments thereto that will not, individually or in the aggregate, be material in amount, (iv) can be legitimately reconciled with the financial statements and the financial records maintained and the accounting methods applied by Whoop for federal income tax purposes and (v) reflect accurately all costs and expenses of Whoop.

Section 5.9. Absence of Certain Changes or Events.

(a) Since December 31, 2014, there has not been:

(i) any event or change in the business, operations, properties, prospects, assets or condition (financial or other) of Whoop which has had or is reasonably likely to have an Whoop Material Adverse Effect;

(ii) any material loss, damage, destruction or other casualty to the assets or properties of Whoop;

(iii) any change in any method of accounting or accounting practice of Whoop; or

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(iv) any loss of the employment, services or benefits of any key employee of Whoop.

(b) Since December 31, 2014, Whoop has operated in the ordinary course of its businesses consistent with past practice and has not:

(i) incurred any material obligation or liability (whether absolute, accrued, contingent or otherwise) except in the ordinary course of business consistent with past practice;

(ii) failed to discharge or satisfy any Lien or pay or satisfy any obligation or liability (whether absolute, accrued, contingent or otherwise), other than liabilities being contested in good faith and for which adequate reserves have been provided and Liens arising in the ordinary course of business that do not, individually or in the aggregate, interfere with the use, operation, enjoyment or marketability of any of their assets, properties or rights;

(iii) mortgaged, pledged or subjected to any Lien any of their assets, properties or rights, except for mechanics' Liens and Liens for Taxes not yet due and payable and Liens arising in the ordinary course of business that do not, individually or in the aggregate, interfere with the use, operation, enjoyment or marketability of any of their assets, properties or rights;

(iv) sold or transferred any of their assets or canceled any debts or claims or waived any rights, except in the ordinary course of business consistent with past practice;

(v) disposed of any patents, trademarks or copyrights or any patent, trademark or copyright applications;

(vi) defaulted on any material obligation;

(vii) entered into any transaction material to their business, except in the ordinary course of business consistent with past practice;

(viii) written off as uncollectible any of their accounts receivable or any portion thereof not reflected in the December 31, 2014 Whoop Balance Sheet;

(ix) granted any increase in the compensation or benefits of its employees other than increases in accordance with past practice in an amount not exceeding 105% of the compensation paid to such employee in 2014 or entered into any employment or severance agreement or arrangement with any of them;

(x) made any capital expenditure in excess of \$25,000, or additions to property, plant and equipment used in its operations other than ordinary repairs and maintenance;

(xi) laid off any of its employees;

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(xii) incurred any obligation or liability for the payment of severance benefits;

(xiii) declared, paid, or set aside for payment any dividend or other distribution in respect of its membership interests, or redeemed, purchased or otherwise acquired, directly or indirectly, any of its membership interests, or agreed to do so; or

(xiv) entered into any agreement or made any commitment to do any of the foregoing.

Section 5.10. Tax Matters. (i) Whoop has filed when due all Tax Returns required by applicable law to be filed and Whoop has paid all Taxes required to be paid in respect of the periods covered by such returns; (ii) the information contained in such Tax Returns is true, complete and accurate; (iii) Taxes of Whoop for periods ending on or before the Closing Date (whether or not shown on any Tax Return), if required to have been paid, have been paid (except for Taxes which are being contested in good faith); (iv) there is no action, suit, proceeding, investigation, audit or claim now pending against, or with respect to, Whoop in respect of any Tax or assessment, nor is there any claim for additional Tax or assessment asserted by any Tax authority; (v) Whoop has not received any notice of any audit, examination or other proceeding by any court, governmental or regulatory authority, or similar person, and no such proceeding is pending, with respect to any Taxes due from or with respect to Whoop; (vi) Whoop has not received any notice (A) proposing an assessment of Tax against Whoop or any of its assets or properties, or (B) of any examination of Whoop; (vii) any liability of Whoop for Taxes that are not yet due and payable, have been provided for in Whoop Financial Statements; (viii) since January 1, 2008, no claim has been made by any Tax authority in a jurisdiction where Whoop does not currently file a Tax Return that it is or may be subject to Tax by such jurisdiction, nor to Whoop's Knowledge is any such assertion threatened; (ix) there is no outstanding request for any extension of time within which to pay any Taxes or file any Tax Returns; (x) there has been no waiver or extension of any applicable statute of limitations for the assessment or collection of any Taxes of Whoop; (xi) none of the assets, properties or rights of Whoop are "tax-exempt use property" within the meaning of Section 168(h) of the Code; (xii) none of the assets, properties or rights of Whoop include any lease made pursuant to former Section 168(f)(8) of the Internal Revenue Code of 1954; (xiii) there is no Lien affecting any of the assets, properties or rights of Whoop that arose in connection with any failure or alleged failure to pay any Tax; (xiv) Whoop has not filed any agreement or consent under Section 341(f) of the Code; (xv) Whoop is not a party to any agreement, whether written or unwritten, providing for the payment of Taxes, payment for Tax losses, entitlements to refunds or similar Tax matters; (xvi) no ruling with respect to Taxes has been requested by or on behalf of Whoop; (xvii) Whoop has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code; and (xviii) Whoop has withheld and paid to the applicable taxing authority all Taxes required to be withheld in connection with any amounts paid or owing to any employee, creditor, independent contractor or other third party.

Section 5.11. Absence of Undisclosed Liabilities. Whoop has no material indebtedness or liability, absolute or contingent, known or unknown, which is not shown or provided for on the December 31, 2014 Whoop Balance Sheet other than liabilities as shall have been incurred or

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accrued in the ordinary course of business since December 31, 2014. Except as shown in the December 31, 2014 Whoop Balance Sheet, Whoop is not directly or indirectly liable upon or with respect to (by discount, repurchase agreements or otherwise), or obliged in any other way to provide funds in respect of, or to guarantee or assume, any debt, obligation or dividend of any Person, except endorsements in the ordinary course of business in connection with the deposit, in banks or other financial institutions, of items for collection.

Section 5.12. Owned Real Property. Whoop does not own any real property.

Section 5.13. Leases.

(a) Schedule 5.13 of Whoop Disclosure Schedule sets forth a list of all leases, licenses, permits, subleases and occupancy agreements, together with all amendments and supplements thereto, with respect to all properties in which Whoop has a leasehold interest, whether as lessor or lessee (each an "Whoop Lease" and collectively, the "Whoop Leases"; the property covered by Leases under which Whoop is a lessee is referred to herein as the "Whoop Leased Real Property"). Whoop has furnished true, correct and complete copies of all Whoop Leases to Zone or its representatives. No option has been exercised under any of the Whoop Leases, except options whose exercise has been evidenced by a written document, a true, complete and accurate copy of which has been delivered to Zone or its representatives with the corresponding Whoop Lease. The transactions contemplated by this Agreement do not require the consent or approval of the other party to Whoop Leases, nor will such transactions violate any Whoop Lease or cause Whoop to be in default under any Whoop Lease.

(b) Each Whoop Lease is in full force and effect and no Whoop Lease has been modified or amended. Neither Whoop nor any other party to a Whoop Lease has given to the other party written notice of or has made a claim with respect to any breach or default. Whoop is not in default of any material obligation under any Whoop Lease and, to the Knowledge of Whoop, no other party to a Whoop Lease is in default of any material obligation.

(c) None of Whoop Leased Real Property is subject to any sublease, license or other agreement granting to any Person or entity any right to the use, occupancy or enjoyment of such property or any portion thereof. Whoop has not received any notice from any utility company or municipality of any fact or condition which could result in the discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services for any of Whoop Leased Real Property. Whoop Leased Real Property, all improvements thereon and thereto, and the operations therein conducted conform to all applicable health, fire, insurance, environmental, safety, zoning and building laws, ordinances and administrative regulations, permits and other regulations (including, without limitation, the Americans with Disabilities Act) except for possible nonconforming uses or violations that do not and will not interfere with the present use, operation or maintenance thereof by Whoop as now used, operated or maintained or access thereto, and that do not and will not affect the value thereof, and Whoop has not received any notice to the contrary. Each Whoop Leased Real Property is occupied and used by Whoop pursuant to and in conformity with a validly issued certificate of occupancy which currently remains in effect.

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(d) There are no guaranties (from Whoop or from other Persons) in favor of the lessors of any of Whoop Leased Real Property.

(e) Whoop has not sold, assigned, transferred, pledged or encumbered all or any part of its leasehold interests in Whoop Leased Real Property.

Section 5.14. Assets of Whoop.

(a) The assets, properties and rights of Whoop constitute all of the assets and rights which are used in the operation of the businesses of Whoop and which are necessary or required for the conduct of such businesses as currently conducted. There are no material assets, properties, rights or interests of any kind or nature that Whoop has been using, holding or operating in its businesses that will not be used, held or owned by Whoop immediately following the Closing.

(b) Whoop has good and marketable title, free and clear of any Liens (other than Liens arising in the ordinary course of business that do not, individually or in the aggregate, interfere with the use, operation, enjoyment or marketability of any of such assets, properties or rights), to, or a valid leasehold interest under enforceable leases in, all of the assets, properties and rights of Whoop.

Section 5.15. Intellectual Property; Intangible Assets.

(a) Schedule 5.15 of Whoop Disclosure Schedule sets forth a complete and correct listing of all applications, registrations and patents included in Whoop Intellectual Property. Whoop owns, or has a valid license or otherwise has the right to use, in all jurisdictions in which it carries on business, all Whoop Intellectual Property without, to BERSD or Whoop's Actual Knowledge, violating or conflicting with the rights of others. All Whoop Intellectual Property is owned by Whoop, free and clear of all Liens. There has not been communicated to Whoop the threat of any claim that the holder of Whoop Intellectual Property is in violation or infringement of any service mark, patent, trademark, trade name, trademark or trade name registration, copyright or copyright registration of any other Person. The consummation of the transactions contemplated by this Agreement will not, to BERSD or Whoop's Actual Knowledge, prohibit Whoop from using any Whoop Intellectual Property in a manner substantially similar to its current use of Whoop Intellectual Property in its businesses.

(b) Schedule 5.15 of the Whoop Disclosure Schedule sets forth a true and complete list of all of Whoop Intangible Assets and a summary description of each such item. There is no restriction affecting the use of any of Whoop Intangible Assets, and no license has been granted with respect thereto. Each of Whoop Intangible Assets is valid and in good standing, is not currently being challenged, is not involved in any pending or threatened administrative or judicial proceeding, and does not, to BERSD or Whoop's Knowledge, conflict with any rights of any other Person. Whoop's rights in and to Whoop Intangible Assets are sufficient and adequate in all respects to permit the conduct of the business of Whoop as now conducted and as has been proposed by Whoop to be conducted, and none of the products or operations of the businesses of Whoop, to BERSD and Whoop's Knowledge, involves any infringement of any proprietary right of any other Person.

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Section 5.16. Licenses and Permits. Schedule 5.16 of Whoop Disclosure Schedule sets forth a true and complete list of all licenses, permits, franchises, authorizations and approvals issued or granted to Whoop by any Governmental Entity (the "Whoop Licenses and Permits"), and all pending applications therefor. Each Whoop License and Permit has been duly obtained, is valid and in full force and effect, and is not subject to any pending or, to the Knowledge of Whoop, threatened administrative or judicial proceeding to revoke, cancel, suspend or declare such Whoop License and Permit invalid in any respect. Whoop Licenses and Permits are sufficient and adequate in all respects to permit the continued lawful conduct of the business of Whoop in the manner now conducted and as has been proposed by Whoop to be conducted, and none of the operations of Whoop are being conducted in a manner that violates any of the terms or conditions under which any Whoop License and Permit was granted, except for such violations as would not have an Whoop Material Adverse Effect. The consummation of the transactions contemplated by this Agreement will not result in the termination or suspension of any Whoop License or Permit.

Section 5.17. Compliance with Law. The operation of the business of Whoop has been conducted in accordance with all applicable laws, regulations, orders and other requirements of all courts and other governmental or regulatory authorities having jurisdiction over Whoop and their respective assets, properties and operations, except where the failure to so conduct their business would not have an Whoop Material Adverse Effect. Whoop has not received written notice of any violation of any such law, regulation, order or other legal requirement, and is not in default with respect to any order, writ, judgment, award, injunction or decree of any national, state or local court or governmental or regulatory authority or arbitrator, domestic or foreign, applicable to Whoop or any of its respective assets, properties or operations.

Section 5.18. Litigation. There are no claims, actions, suits, proceedings, labor disputes or investigations pending or, to the Knowledge of Whoop, threatened, before any national, state or local court or governmental or regulatory authority, domestic or foreign, or before any arbitrator of any nature, brought by or against Whoop or any of its officers, directors, employees, agents or Affiliates involving, affecting or relating to Whoop, the assets, properties or rights of Whoop or the transactions contemplated by this Agreement. Whoop is not subject to any order, writ, judgment, award, injunction or decree of any national, state or local court or governmental or regulatory authority or arbitrator, domestic or foreign, that affects or might affect adversely the businesses, assets, properties or rights of Whoop, or that is reasonably likely to interfere with the transactions contemplated by this Agreement.

Section 5.19. Contracts.

(a) Schedule 5.19 of Whoop Disclosure Schedule sets forth a complete and correct list and, if such contract is not in writing, a summary description of the following contracts to which Whoop is a party or by which its assets are subject, as in effect on the date hereof, (collectively, "Whoop Material Contracts"):

(i) any credit agreement, loan agreement, letter of credit, repurchase agreement, mortgage, security agreement, guarantee, pledge agreement, trust indenture, promissory note and other document or arrangement relating to the borrowing of money or for lines of credit;

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(ii) any employment, severance or consulting agreement which (A) provides for a bonus or commission payment; (B) cannot be terminated on less than sixty (60) days' notice; or (C) cannot be terminated without any severance or similar payment by Whoop;

(iii) any agreement or other arrangement for the sale or purchase of any assets, property or rights, other than in the ordinary course of business, or for the grant of any options or preferential rights to purchase any assets, property or rights;

(iv) any document granting any power of attorney with respect to the affairs of Whoop;

(v) any suretyship contract, performance bond, working capital maintenance or other form of guaranty agreement;

(vi) any contract or commitment limiting or restraining Whoop from engaging or competing in any lines of business or with any person, firm, or entity;

(vii) any partnership or joint venture agreement to which Whoop or any shareholder of Whoop is a party;

(viii) any operating agreement or agreement relating to the issuance of any securities of Whoop or the granting of any registrations rights with respect thereto;

(ix) any license agreement requiring payments by Whoop of more than \$25,000 in any year or with a remaining term of more than five years;

(x) any agreement requiring payments by Whoop of more than \$50,000 in any year which is not terminable by Whoop without penalty on less than sixty (60) days' notice; and

(xi) any other material agreement not made in the ordinary course of business of Whoop.

(b) Each Whoop Material Contract is valid, binding and enforceable against the parties thereto in accordance with its terms, and in full force and effect on the date hereof. Whoop has performed all obligations required to be performed by it to date under, and is not in default or delinquent in performance, status or any other respect (claimed or actual) in connection with, any Whoop Material Contract, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default, except for such defaults as would not have an Whoop Material Adverse Effect. To the Knowledge of Whoop, no other party to any Whoop Material Contract is in default in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default, except for such defaults as would not have an Whoop Material Adverse Effect. Whoop has delivered or made available to Zone or its representatives true and complete originals or copies of all Whoop Material Contracts.

Section 5.20. Employee Plans.

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(a) Schedule 5.20(a) of Whoop Disclosure Schedule sets forth all pension, savings, retirement, health, insurance, severance, bonus, deferred compensation, executive compensation and other employee benefit or fringe benefit plans maintained, sponsored by, or contributed to by Whoop and any trade or business (whether or not incorporated) which is part of a controlled group of companies or which is under common control with Whoop, within the meaning of Sections 414(b), (c), (m) or (o) of the Code (the "Whoop Controlled Group"), or with respect to which Whoop has any responsibility or liability (collectively referred to herein as the "Whoop Plans"). With respect to Whoop Plans, Whoop and any member of the Controlled Group have delivered to Zone or its representatives current copies of: (i) Whoop Plan documents, and, where applicable, related trust agreements, and any related agreements which are in writing; (ii) summary plan descriptions for each Whoop Plan; (iii) the most recent Internal Revenue Service determination letter relating to each Whoop Plan for which a letter of determination was obtained; (iv) to the extent required to be filed, the most recent Annual Report (Form 5500 Series and accompanying schedules of each Whoop Plan and applicable financial statements) as filed with the Internal Revenue Service; and (v) audited financial statements, if any.

(b) In all material respects, each Whoop Plan conforms to, and its administration is in compliance with, all applicable requirements of law, including, without limitation, ERISA and the Code and all of Whoop Plans are in full force and effect as written, and all premiums, contributions and other payments required to be made by Whoop or any member of the Controlled Group under the terms of any Whoop Plan have been made or accrued.

(c) Each Whoop Plan maintained by Whoop or any member of the Controlled Group that is intended to be qualified under Section 401(a) of the Code and each trust maintained pursuant thereto has been determined to be exempt from Federal taxation by the Internal Revenue Service and has a favorable determination letter from the Internal Revenue Service with respect to each such Whoop Plan, and nothing has occurred since the date of such letter which could adversely impact such qualification and tax exemption. No Whoop Plan maintained by Whoop or any member of the Controlled Group that is an employee welfare benefit plan as defined in Section 3(1) of ERISA (the "Welfare Plan") is funded through a voluntary employees' beneficiary association as defined in Section 501(c)(9) of the Code.

(d) Neither Whoop nor any member of the Whoop Controlled Group has maintained, contributed to or incurred any liability with respect to any Whoop Plan subject to Title IV of ERISA or Section 412 of the Code (a "Pension Plan") within the six-year period ending on the date of this Agreement. There is no "amount of unfunded benefit liabilities," as defined in Section 4001(a)(18) of ERISA, in any of the Pension Plans. The "benefit liabilities", as defined in Section 4001(a)(16) of ERISA, of each of the Pension Plans do not exceed the fair market value of the assets of such Pension Plan. Neither Whoop nor any member of the Controlled Group has incurred any material liability under Section 4062 of ERISA to the Pension Benefit Guaranty Corporation or to a trustee appointed under Section 4042 of ERISA which remains unsatisfied. Neither Whoop nor any member of the Controlled Group has engaged in any transaction described in Section 4069 of ERISA.

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(e) There are no multiemployer plans (as defined in Subsection 3(37) of ERISA) ("Multiemployer Plans") to which Whoop or any other member of the Controlled Group is, or has been within the six-year period ending on the date of this Agreement, required to make a contribution or other payment. Neither Whoop nor any member of the Controlled Group has incurred any withdrawal liability on account of a complete or partial withdrawal from any Multiemployer Plan, nor has any of them incurred any liability due to the termination or reorganization of such a Multiemployer Plan, in either case which remains unsatisfied.

(f) There has been no non exempt prohibited transaction (within the meaning of Section 4975 of the Code or Part 4 of Subtitle B of Title I of ERISA) with respect to any Whoop Plan or penalty incurred with respect to any Whoop Plan under Section 502(i) of ERISA.

(g) Whoop does not maintain any Whoop Plan providing post-retirement benefits other than Whoop Plans qualified under Section 401(a) of the Code ("Post-Retirement Benefits"). Whoop is not liable for Post-Retirement Benefits under any plan not maintained by Whoop. Whoop has complied in all material respects with the requirements of Section 4980B of the Code and Sections 601 et seq. of ERISA relating to continuation coverage for group health plans.

(h) There has been no material violation of ERISA or the Code with respect to the filing of applicable reports, documents and notices regarding Whoop Plans with the Secretary of Labor or the Secretary of the Treasury or the furnishing of required reports, documents or notices to the participants or beneficiaries of Whoop Plans.

(i) There are no pending actions, claims or lawsuits which have been asserted, instituted or, to the Knowledge of Whoop, threatened, against Whoop Plans, the assets of any of the trusts under such Whoop Plans or Whoop Plan sponsor or Whoop Plan administrator, or, to the Knowledge of Whoop, against any fiduciary of Whoop Plans with respect to the operation of such Whoop Plans (other than routine benefit claims).

(j) There has been no mass layoff or plant closing as defined by the Worker Adjustment and Retraining Notification Act or any similar state or local "plant closing" law with respect to the employees of Whoop which resulted in any liability of Whoop which remains unsatisfied.

(k) The execution of, and performance of the transactions contemplated in, this Agreement will not, either alone or upon the occurrence of subsequent events, result in (i) any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any employee or (ii) Whoop's failing to be able to deduct for Federal income tax purposes any items on account of Section 280G of the Code.

Section 5.21. Insurance. Schedule 5.21 of Whoop Disclosure Schedule lists the fidelity bonds and the aggregate coverage amount and type and generally applicable deductibles of all policies of title, liability, fire, casualty, business interruption, workers' compensation and other forms of insurance insuring Whoop and its assets, properties and operations. Whoop has furnished a true, complete and accurate copy of all such policies and bonds to Zone or its

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representatives. All such policies and bonds are in full force and effect, underwritten by financially sound and reputable insurers and sufficient for all applicable requirements of law and will not in any way be affected by or terminated or lapsed by reason of the consummation of the transactions contemplated by this Agreement. Whoop shall maintain the coverage under all policies and bonds listed in Schedule 5.21 of Whoop Disclosure Schedule in full force and effect through the Closing Date. Whoop is not in default in any material respect under any provisions of any such policy of insurance nor has Whoop received notice of cancellation of any such insurance. There is no claim by Whoop pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. The insurance maintained by Whoop in connection with its business is adequate in accordance with industry standards, the requirements of any applicable Whoop Leases and is in at least the minimum amount required by currently applicable environmental regulations.

Section 5.22. Transactions with Directors, Officers and Affiliates. Whoop is not a party to any agreement or arrangement with any of the directors, officers or members of Whoop or any Affiliate or family member of any of the foregoing under which they: (i) lease any real or personal property (either to or from such Person), (ii) license technology (either to or from such Person), (iii) are obligated to purchase any tangible or intangible asset from or sell such asset to such Person, (iv) purchase products or services from such Person, (v) pay or receive commissions, rebates or other payments or (vi) provide or receive any other material benefit. No Affiliate of Whoop owns or has any rights in or to any of the assets, properties or rights used by Whoop in the ordinary course of its businesses.

Section 5.23. Change in Ownership. To the Knowledge of Whoop, the consummation of the transactions contemplated by this Agreement will not result in any material adverse change in the businesses of Whoop or in the loss of the benefits of any material relationship with any customer or supplier.

Section 5.24. Labor Matters.

(a) (i) Whoop is in compliance with all applicable laws relating to employment and employment practices, wages, hours, and terms and conditions of employment; (ii) there is no unfair labor practice charge or complaint pending before the National Labor Relations Board ("NLRB") relating to Whoop; (iii) there is no labor strike, material slowdown or material work stoppage or lockout pending or, to the Knowledge of Whoop, threatened against or affecting Whoop, and Whoop has not experienced any strike, material slowdown or material work stoppage, lockout or other collective labor action by or with respect to employees of Whoop; (iv) there is no representation claim or petition pending before the NLRB or any similar foreign agency and no question concerning representation exists relating to the employees of Whoop; (v) there are no charges with respect to or relating to Whoop pending before the Equal Employment Opportunity Commission or any state, local or foreign agency responsible for the prevention of unlawful employment practices; and (vi) Whoop has not received notice from any national, state, local or foreign agency responsible for the enforcement of labor or employment laws of an intention to conduct an investigation of Whoop and no such investigation is in progress.

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(b) Whoop has heretofore delivered to Zone or its representative a list dated as of April __, 2015 containing the name, position, starting employment date, current annual salary and bonus and commissions in 2014 of each current employee of Whoop.

Section 5.25. Environmental Matters.

(a) The operations of Whoop have been in compliance with all applicable Environmental Laws and permits issued thereunder.

(b) Whoop does not reasonably expect that material expenditures are or will be necessary for Whoop to maintain full compliance with Environmental Laws currently in effect.

(c) Whoop has obtained, or has made timely and complete application for or for renewal of, all permits required under Environmental Laws for the operation of Whoop's business.

(d) No substance identified or regulated pursuant to any Environmental Law, including, without limitation, any hazardous substance, hazardous waste, toxic substance, pollutant, contaminant or petroleum or any fraction thereof ("Hazardous Substance"), has come to be located on, at, beneath, or near any real property currently or, to the Knowledge of Whoop, formerly owned, operated, leased, or used by Whoop.

(e) No real property currently or formerly owned, operated, leased, or used by Whoop contains or formerly contained any underground or aboveground storage tank, surface impoundment, landfill, land disposal area, polychlorinated biphenyls, asbestos or urea formaldehyde insulation.

(f) Whoop has not received notice of, nor is there pending or, to the Knowledge of Whoop, threatened against Whoop, any Environmental Claim arising out of the operation of the business of Whoop.

(g) In connection with the operation of its businesses, Whoop has not committed any act or omission which could give rise to liability under any Environmental Law, except for liabilities that would not have an Whoop Material Adverse Effect.

Section 5.26. Disclosure. The representations and warranties of BERSD and Whoop in this Agreement and the Whoop Disclosure Schedule in connection therewith do not, taken as a whole, contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading. To the Knowledge of BERSD and Whoop, no fact exists that has specific application to the business of Whoop which BERSD or Whoop reasonably expects would have a Whoop Material Adverse Effect that has not been set forth in this Agreement or the Whoop Disclosure Schedule.

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H15000099726 3**ARTICLE VI.****REPRESENTATIONS AND WARRANTIES OF ZHC AND ZONE**

ZHC and Zone hereby jointly and severally represent and warrant to BERSD and Whoop, except as set forth in the correspondingly numbered schedule to Zone Disclosure Schedule, that:

Section 6.1. Company Organization. Zone is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to own or lease its properties and assets and to conduct its business as now conducted. Copies of Zone Organizational Documents have been furnished to Zone or its representatives, and such copies are accurate and complete.

Section 6.2. Qualification to Do Business. Zone is duly qualified to do business as a foreign corporation and is in good standing in every jurisdiction in which the character of the properties and assets owned or leased by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a Zone Material Adverse Effect.

Section 6.3. Authorization and Validity of Agreement. Zone and ZHC have all requisite corporate power and authority to enter into this Agreement and to carry out their respective obligations hereunder. The execution and delivery of this Agreement and the performance of Zone's and ZHC's obligations hereunder have been duly authorized by all necessary corporate action by the managers and members of Zone and ZHC, and no other proceedings on the part of Zone or ZHC are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Zone and ZHC and constitutes their valid and binding obligation, enforceable against them in accordance with its terms.

Section 6.4. No Conflict or Violation. The execution, delivery and performance of this Agreement by Zone and ZHC do not, and the consummation by Zone and ZHC of the Merger and the other transactions contemplated hereby will not (i) violate or conflict with any provision of Zone or ZHC Organizational Documents, (ii) violate any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority, (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Zone or ZHC is a party or by which either is bound or to which any of their respective properties or assets is subject, (iv) result in the creation or imposition of any Lien upon any of the assets, properties or rights of Zone or ZHC, or (v) result in the cancellation, modification, revocation or suspension of any Zone Licenses and Permits, except, in the case of clauses (iii), (iv) or (v) for violations, breaches, defaults, Liens, cancellations, modifications, revocations or suspensions that would not have a Zone Material Adverse Effect.

Section 6.5. Consents and Approvals. Schedule 6.5 of Zone Disclosure Schedule sets forth a true and complete list of each consent, waiver, authorization or approval of any Governmental Entity, or of any other Person, and each declaration to or filing or registration with

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any such Governmental Entity, that is required in connection with the execution and delivery of this Agreement by Zone or the performance by Zone of its obligations hereunder.

Section 6.6. Capital Stock and Related Matters. As of the date hereof, ZHC is the sole member of Zone and sole beneficial and record owner of all of the outstanding membership interests thereof (the "Zone Interests"). Such Zone Interests (i) have been duly authorized and validly issued and are fully paid and nonassessable and (ii) were issued in compliance with all applicable federal and state securities laws. Zone does not have outstanding any securities convertible into or exchangeable for any Zone Interests, and Zone is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire, or to register under the Securities Act, any Zone Interests.

Section 6.7. Subsidiaries. Zone has no subsidiaries.

Section 6.8. Financial Statements. Zone has heretofore furnished to Whoop copies of its balance sheets and statements of income, and cash flow as of and for the fiscal years ended December 31, 2014; and (collectively, the "Zone Financial Statements"). Zone Financial Statements (i) were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, (ii) present fairly the financial position, results of operations and changes in financial position of Zone as of such dates and for the periods then ended, (iii) are complete, correct and in accordance with the books of account and records of Zone, except in the case of unaudited financial statements, with respect to the absence of any notes thereto and to normal and recurring year-end adjustments thereto that will not, individually or in the aggregate, be material in amount, (iv) can be legitimately reconciled with the financial statements and the financial records maintained and the accounting methods applied by Zone for federal income tax purposes and (v) reflect accurately all costs and expenses of Zone.

Section 6.9. Absence of Certain Changes or Events.

(a) Since December 31, 2014, there has not been:

(i) any event or change in the business, operations, properties, prospects, assets or condition (financial or other) of Zone which has had or is reasonably likely to have an Zone Material Adverse Effect;

(ii) any material loss, damage, destruction or other casualty to the assets or properties of Zone;

(iii) any change in any method of accounting or accounting practice of Zone; or

(iv) any loss of the employment, services or benefits of any key employee of Zone.

(b) Since December 31, 2014, Zone has operated in the ordinary course of its businesses consistent with past practice and has not:

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(i) incurred any material obligation or liability (whether absolute, accrued, contingent or otherwise) except in the ordinary course of business consistent with past practice;

(ii) failed to discharge or satisfy any Lien or pay or satisfy any obligation or liability (whether absolute, accrued, contingent or otherwise), other than liabilities set forth on the Zone Financial Statements or liabilities which are being contested in good faith and for which adequate reserves have been provided and Liens arising in the ordinary course of business that do not, individually or in the aggregate, interfere with the use, operation, enjoyment or marketability of any of their assets, properties or rights;

(iii) mortgaged, pledged or subjected to any Lien any of their assets, properties or rights, except for mechanics' Liens and Liens for Taxes not yet due and payable and Liens arising in the ordinary course of business that do not, individually or in the aggregate, interfere with the use, operation, enjoyment or marketability of any of their assets, properties or rights;

(iv) sold or transferred any of their assets or canceled any debts or claims or waived any rights, except in the ordinary course of business consistent with past practice;

(v) disposed of any patents, trademarks or copyrights or any patent, trademark or copyright applications;

(vi) defaulted on any material obligation;

(vii) entered into any transaction material to their business, except in the ordinary course of business consistent with past practice;

(viii) written off as uncollectible any of their accounts receivable or any portion thereof not reflected in the December 31, 2014 Zone Balance Sheet;

(ix) granted any increase in the compensation or benefits of its employees other than increases in accordance with past practice in an amount not exceeding 105% of the compensation paid to such employee in 2014 or entered into any employment or severance agreement or arrangement with any of them;

(x) made any capital expenditure in excess of \$25,000, or additions to property, plant and equipment used in its operations other than ordinary repairs and maintenance;

(xi) laid off any of its employees;

(xii) incurred any obligation or liability for the payment of severance benefits;

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(xiii) declared, paid, or set aside for payment any dividend or other distribution in respect of its membership interests, or redeemed, purchased or otherwise acquired, directly or indirectly, any of its membership interests, or agreed to do so; or

(xiv) entered into any agreement or made any commitment to do any of the foregoing.

Section 6.10. Tax Matters. Except as set forth on Schedule 6.10 of the Zone Disclosure Schedule, (i) Zone has filed when due all Tax Returns required by applicable law to be filed and Zone has paid all Taxes required to be paid in respect of the periods covered by such returns; (ii) the information contained in such Tax Returns is true, complete and accurate; (iii) Taxes of Zone for periods ending on or before the Closing Date (whether or not shown on any Tax Return), if required to have been paid, have been paid (except for Taxes which are being contested in good faith); (iv) there is no action, suit, proceeding, investigation, audit or claim now pending against, or with respect to, Zone in respect of any Tax or assessment, nor is there any claim for additional Tax or assessment asserted by any Tax authority; (v) Zone has not received any notice of any audit, examination or other proceeding by any court, governmental or regulatory authority, or similar person, and no such proceeding is pending, with respect to any Taxes due from or with respect to Zone; (vi) Zone has not received any notice (A) proposing an assessment of Tax against Zone or any of its assets or properties, or (B) of any examination of Zone; (vii) any liability of Zone for Taxes that are not yet due and payable, have been provided for in Zone Financial Statements; (viii) since January 1, 2008, no claim has been made by any Tax authority in a jurisdiction where Zone does not currently file a Tax Return that it is or may be subject to Tax by such jurisdiction, nor to Zone's Knowledge is any such assertion threatened; (ix) there is no outstanding request for any extension of time within which to pay any Taxes or file any Tax Returns; (x) there has been no waiver or extension of any applicable statute of limitations for the assessment or collection of any Taxes of Zone; (xi) none of the assets, properties or rights of Zone are "tax-exempt use property" within the meaning of Section 168(h) of the Code; (xii) none of the assets, properties or rights of Zone include any lease made pursuant to former Section 168(f)(8) of the Internal Revenue Code of 1954; (xiii) there is no Lien affecting any of the assets, properties or rights of Zone that arose in connection with any failure or alleged failure to pay any Tax; (xiv) Zone has not filed any agreement or consent under Section 341(f) of the Code; (xv) Zone is not a party to any agreement, whether written or unwritten, providing for the payment of Taxes, payment for Tax losses, entitlements to refunds or similar Tax matters; (xvi) no ruling with respect to Taxes has been requested by or on behalf of Zone; (xvii) Zone has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code; and (xviii) Zone has withheld and paid to the applicable taxing authority all Taxes required to be withheld in connection with any amounts paid or owing to any employee, creditor, independent contractor or other third party.

Section 6.11. Absence of Undisclosed Liabilities. Zone has no material indebtedness or liability, absolute or contingent, known or unknown, which is not shown or provided for on the December 31, 2014 Zone Balance Sheet other than liabilities as shall have been incurred or accrued in the ordinary course of business since December 31, 2014. Except as shown in the December 31, 2014 Zone Balance Sheet, Zone is not directly or indirectly liable upon or with respect to (by discount, repurchase agreements or otherwise), or obliged in any other way to

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provide funds in respect of, or to guarantee or assume, any debt, obligation or dividend of any Person, except endorsements in the ordinary course of business in connection with the deposit, in banks or other financial institutions, of items for collection.

Section 6.12. Owned Real Property. Zone does not own any real property.

Section 6.13. Leases.

(a) Schedule 6.13 of Zone Disclosure Schedule sets forth a list of all leases, licenses, permits, subleases and occupancy agreements, together with all amendments and supplements thereto, with respect to all properties in which Zone has a leasehold interest, whether as lessor or lessee (each, a "Zone Lease" and collectively, the "Zone Leases"; the property covered by Leases under which Zone is a lessee is referred to herein as the "Zone Leased Real Property"). Zone has furnished true, correct and complete copies of all Zone Leases to Zone or its representatives. No option has been exercised under any of the Zone Leases, except options whose exercise has been evidenced by a written document, a true, complete and accurate copy of which has been delivered to Whoop or its representatives with the corresponding Zone Lease. The transactions contemplated by this Agreement do not require the consent or approval of the other party to Zone Leases, nor will such transactions violate any Zone Lease or cause Zone to be in default under any Zone Lease.

(b) Each Zone Lease is in full force and effect and no Zone Lease has been modified or amended. Neither Zone nor any other party to a Zone Lease has given to the other party written notice of or has made a claim with respect to any breach or default. Zone is not in default of any material obligation under any Zone Lease and, to the Knowledge of Zone, no other party to a Zone Lease is in default of any material obligation.

(c) None of Zone Leased Real Property is subject to any sublease, license or other agreement granting to any Person or entity any right to the use, occupancy or enjoyment of such property or any portion thereof. Zone has not received any notice from any utility company or municipality of any fact or condition which could result in the discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services for any of Zone Leased Real Property. Zone Leased Real Property, all improvements thereon and thereto, and the operations therein conducted conform to all applicable health, fire, insurance, environmental, safety, zoning and building laws, ordinances and administrative regulations, permits and other regulations (including, without limitation, the Americans with Disabilities Act) except for possible nonconforming uses or violations that do not and will not interfere with the present use, operation or maintenance thereof by Zone as now used, operated or maintained or access thereto, and that do not and will not affect the value thereof, and Zone has not received any notice to the contrary. Each Zone Leased Real Property is occupied and used by Zone pursuant to and in conformity with a validly issued certificate of occupancy which currently remains in effect.

(d) There are no guaranties (from Zone or from other Persons) in favor of the lessors of any of Zone Leased Real Property.

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(e) Zone has not sold, assigned, transferred, pledged or encumbered all or any part of its leasehold interests in Zone Leased Real Property.

Section 6.14. Assets of Zone.

(a) The assets, properties and rights of Zone constitute all of the assets and rights which are used in the operation of the businesses of Zone and which are necessary or required for the conduct of such businesses as currently conducted. There are no material assets, properties, rights or interests of any kind or nature that Zone has been using, holding or operating in its businesses that will not be used, held or owned by Whoop immediately following the Closing.

(b) Zone has good and marketable title, free and clear of any Liens (other than Liens arising in the ordinary course of business that do not, individually or in the aggregate, interfere with the use, operation, enjoyment or marketability of any of such assets, properties or rights), to, or a valid leasehold interest under enforceable leases in, all of the assets, properties and rights of Zone.

Section 6.15. Intellectual Property; Intangible Assets. (a) Schedule 6.15 of Zone Disclosure Schedule sets forth a complete and correct listing of all applications, registrations and patents included in Zone Intellectual Property. Zone owns, or has a valid license or otherwise has the right to use, in all jurisdictions in which it carries on business, all Zone Intellectual Property without, to Zone or ZHC's Actual Knowledge, violating or conflicting with the rights of others. All Zone Intellectual Property is owned by Zone, free and clear of all Liens. There has not been communicated to Zone the threat of any claim that the holder of Zone Intellectual Property is in violation or infringement of any service mark, patent, trademark, trade name, trademark or trade name registration, copyright or copyright registration of any other Person. The consummation of the transactions contemplated by this Agreement will not, to ZHC or Zone's Actual Knowledge, prohibit Whoop from using any Zone Intellectual Property in a manner substantially similar to Zone's current use of Zone Intellectual Property in its businesses.

(b) Schedule 6.15 of the Zone Disclosure Schedule sets forth a true and complete list of all of the Zone Intangible Assets and a summary description of each such item. There is no restriction affecting the use of any of the Zone Intangible Assets, and no license has been granted with respect thereto. Each of the Zone Intangible Assets is valid and in good standing, is not currently being challenged, is not involved in any pending or threatened administrative or judicial proceeding, and does not, to Zone or ZHC's Knowledge, conflict with any rights of any other Person. Zone's rights in and to the Zone Intangible Assets are sufficient and adequate in all respects to permit the conduct of the business of Zone as now conducted and as has been proposed by Zone to be conducted, and none of the products or operations of the businesses of Zone, to Zone or ZHC's Knowledge, involves any infringement of any proprietary right of any other Person.

Section 6.16. Licenses and Permits. Schedule 6.16 of Zone Disclosure Schedule sets forth a true and complete list of all licenses, permits, franchises, authorizations and approvals issued or granted to Zone by any Governmental Entity (the "Zone Licenses and Permits"), and all pending applications therefor. Each Zone License and Permit has been duly obtained, is valid

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and in full force and effect, and is not subject to any pending or, to the Knowledge of Zone, threatened administrative or judicial proceeding to revoke, cancel, suspend or declare such Zone License and Permit invalid in any respect. Zone Licenses and Permits are sufficient and adequate in all respects to permit the continued lawful conduct of the business of Zone in the manner now conducted and as has been proposed by Zone to be conducted, and none of the operations of Zone are being conducted in a manner that violates any of the terms or conditions under which any Zone License and Permit was granted, except for such violations as would not have an Zone Material Adverse Effect. The consummation of the transactions contemplated by this Agreement will not result in the termination or suspension of any Zone License or Permit.

Section 6.17. Compliance with Law. The operation of the business of Zone has been conducted in accordance with all applicable laws, regulations, orders and other requirements of all courts and other governmental or regulatory authorities having jurisdiction over Zone and their respective assets, properties and operations, except where the failure to so conduct their business would not have a Zone Material Adverse Effect. Zone has not received written notice of any violation of any such law, regulation, order or other legal requirement, and is not in default with respect to any order, writ, judgment, award, injunction or decree of any national, state or local court or governmental or regulatory authority or arbitrator, domestic or foreign, applicable to Zone or any of its respective assets, properties or operations.

Section 6.18. Litigation. There are no claims, actions, suits, proceedings, labor disputes or investigations pending or, to the Knowledge of Zone, threatened, before any national, state or local court or governmental or regulatory authority, domestic or foreign, or before any arbitrator of any nature, brought by or against Zone or any of its officers, directors, employees, agents or Affiliates involving, affecting or relating to Zone, the assets, properties or rights of Zone or the transactions contemplated by this Agreement. Zone is not subject to any order, writ, judgment, award, injunction or decree of any national, state or local court or governmental or regulatory authority or arbitrator, domestic or foreign, that affects or might affect adversely the businesses, assets, properties or rights of Zone, or that is reasonably likely to interfere with the transactions contemplated by this Agreement.

Section 6.19. Contracts.

(a) Schedule 6.19 of Zone Disclosure Schedule sets forth a complete and correct list and, if such contract is not in writing, a summary description of the following contracts to which Zone is a party or by which its assets are subject, as in effect on the date hereof, (collectively, "Zone Material Contracts"):

(i) any credit agreement, loan agreement, letter of credit, repurchase agreement, mortgage, security agreement, guarantee, pledge agreement, trust indenture, promissory note and other document or arrangement relating to the borrowing of money or for lines of credit;

(ii) any employment, severance or consulting agreement which (A) provides for a bonus or commission payment; (B) cannot be terminated on less than sixty (60) days' notice; or (C) cannot be terminated without any severance or similar payment by Zone;

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(iii) any agreement or other arrangement for the sale or purchase of any assets, property or rights, other than in the ordinary course of business, or for the grant of any options or preferential rights to purchase any assets, property or rights;

(iv) any document granting any power of attorney with respect to the affairs of Zone;

(v) any suretyship contract, performance bond, working capital maintenance or other form of guaranty agreement;

(vi) any contract or commitment limiting or restraining Zone from engaging or competing in any lines of business or with any person, firm, or corporation;

(vii) any partnership or joint venture agreement to which Zone or any shareholder of Zone is a party;

(viii) any operating agreement or agreement relating to the issuance of any securities of Zone or the granting of any registrations rights with respect thereto;

(ix) any license agreement requiring payments by Zone of more than \$25,000 in any year or with a remaining term of more than five years;

(x) any agreement requiring payments by Zone of more than \$50,000 in any year which is not terminable by Zone without penalty on less than sixty (60) days' notice; and

(xi) any other material agreement not made in the ordinary course of business of Zone.

(b) Each Zone Material Contract is valid, binding and enforceable against the parties thereto in accordance with its terms, and in full force and effect on the date hereof. Zone has performed all obligations required to be performed by it to date under, and is not in default or delinquent in performance, status or any other respect (claimed or actual) in connection with, any Zone Material Contract, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default, except for such defaults as would not have an Zone Material Adverse Effect. To the Knowledge of Zone, no other party to any Zone Material Contract is in default in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default, except for such defaults as would not have an Zone Material Adverse Effect. Zone has delivered or made available to Whoop or its representatives true and complete originals or copies of all Zone Material Contracts.

Section 6.20. Employee Plans.

(a) Schedule 6.20(a) of Zone Disclosure Schedule sets forth all pension, savings, retirement, health, insurance, severance, bonus, deferred compensation, executive compensation and other employee benefit or fringe benefit plans maintained, sponsored by, or contributed to by Zone and any trade or business (whether or not incorporated) which is part of a controlled group of companies or which is under common control with Zone, within the meaning

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