P14000020288

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Merger Document

Office Use Only

100258105231

APPROVED
AND
FILED

14 MAR 24 AM 7:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

MAR 25 2014

EXAMINER

CORPORATION SERVICE COMPANY®

ACCOUNT NO. : I20000000195

REFERENCE : 068143 4389550

AUTHORIZATION :

COST LIMIT : $ 87.50

ORDER DATE : March 24, 2014

ORDER TIME : 2:12 PM

ORDER NO. : 068143-010

CUSTOMER NO: 4389550

ARTICLES OF MERGER

OVERPLAY.NET, L.P.

INTO

OVERPLAY, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX_____ PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

APPROVED
AND
FILED

14 MAR 24 AM 7:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES AND CERTIFICATE OF MERGER
OF
OVERPLAY.NET, LP
WITH AND INTO
OVERPLAY, INC.

Pursuant to Section 607.1109 of the Florida Business Corporation Act and Section 42:2A-73 of the New Jersey Uniform Limited Partnership Law (1976), the following Articles and Certificate of Merger are submitted to merge Overplay.Net, LP, a New Jersey limited partnership with and into Overplay, Inc., a Florida corporation.

FIRST: The names of the entities which are parties to the merger (the "Merger") contemplated by these Articles and Certificate of Merger are Overplay.Net, LP, a New Jersey limited partnership formed in and under the law of the State of New Jersey and Overplay, Inc., a Florida corporation formed in and under the laws of the State of Florida. The surviving corporation in the Merger is Overplay, Inc. and its Articles of Incorporation will not be changed by this Merger. P14000020288

SECOND: The terms and conditions of the merger and the manner of converting the partnership interests of Overplay.Net, LP are as set forth in the attached Agreement and Plan of Merger.

THIRD: The attached Agreement and Plan of Merger was approved and executed by Overplay, Inc. in accordance with the applicable provisions of the Florida Business Corporation Act.

FOURTH: The attached Agreement and Plan of Merger was approved and executed by Overplay.Net, LP in accordance with the applicable provisions of the New Jersey Uniform Limited Partnership Law (1976).

FIFTH: The Merger shall become effective upon filing of these Articles and Certificate of Merger.

SIXTH: The Agreement and Plan of Merger is on file at the place of business of Overplay, Inc., which address is 807 W. Morse Boulevard, Suite 101, Winter Park, FL 32789.

SEVENTH: A copy of the Agreement and Plan of Merger shall be furnished by Overplay, Inc., on request and without cost, to any partner of Overplay.Net, LP.

EIGHTH: Overplay, Inc. hereby agrees that it may be served with process in the State of New Jersey in any action, suit or proceeding for the enforcement of any obligation of Overplay.Net, LP, and hereby irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service in any such action, suit or proceeding and hereby specifies as

its address to which a copy of such service shall be mailed to it by the Secretary of State of the State of New Jersey the following: 807 W. Morse Boulevard, Suite 101, Winter Park, FL 32789.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of the 24th day of March, 2014.

OVERPLAY.NET, L.P.

By: Overplay, LLC, its
General Partner

By: Matthew Miller
Name: Matthew Miller
Title: Manager

OVERPLAY, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO ARTICLES AND CERTIFICATE OF MERGER OF OVERPLAY.NET, L.P. WITH AND INTO OVERPLAY, INC.]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of the 24th day of March, 2014.

OVERPLAY.NET, LP

By; Overplay, LLC, its
General Partner

By:_____
Name:
Title:

OVERPLAY, INC.

By:_____
Name: R.G. MILLER
Title: Treasurer / Secretary

ACCEPTED
AND
FILED
14 MAR 24 AM 7:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of the 24th day of March, 2014, by and between Overplay.Net, LP, a New Jersey limited partnership (the "Company"), Robert Anthony Stiles, David John Allonby and Overplay, LLC, a New Jersey limited liability company (the "General Partner") (each a "Seller" and collectively, the "Sellers"), Overplay, Inc., a Florida corporation and a direct or indirect wholly-owned subsidiary of Highwinds (as defined below) ("Buyer"), Highwinds Capital, Inc., a Florida corporation ("Highwinds") solely for purposes of Section 11.13 hereof, and Matthew Miller ("Miller") solely for the purposes of Section 11.14 hereof.

Sellers own all of the issued and outstanding partnership interests (the "Company Interests") of the Company.

The Company is in the business of providing virtual private network hosting services and DNS services to customers and billing and collection therefor (the "Business") serving the communities identified on Exhibit A.

Each of the Sellers and Buyer desires that the Company be merged into the Buyer for the price and on the terms and subject to the conditions hereinafter set forth (the "Merger").

In consideration of the above recitals and the covenants and agreements contained herein, Buyer and Sellers agree as follows:

1. **DEFINED TERMS.** The following terms shall have the following meanings in this Agreement:

1.1. "Closing Financials" means the balance sheet of the Company as of the Closing Date and the income statement of the Company as of the Closing Date.

1.2. "Accounts Receivable" means the rights of the Company to payment for goods or services that are unpaid immediately prior to the Closing Date as reflected on the billing records of the Company.

1.3. "Affiliate" of a Person means any Person directly or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person (with "control" for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting securities or voting interests, by contract or otherwise.

1.4. "Agreement" means this Agreement and Plan of Merger.

1.5. "Anti-Money Laundering and Anti-Terrorism Laws" means any Legal Requirement relating to terrorism, economic sanctions or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (*i.e.*, 18 U.S.C. §§ 1956 and 1957), (b) the Bank Secrecy Act of 1970 (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), and the implementing regulations promulgated thereunder, (c) the USA PATRIOT

Act and the implementing regulations promulgated thereunder, (d) the laws, regulations and Executive Orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (e) any law prohibiting or directed against terrorist activities or the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B), and (f) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws have been, or shall hereafter be, amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

1.6. "Assets" has the meaning set forth in Section 3.4.

1.7. "Audit" shall mean any audit, assessment, or other examination, written inquiry, written request for information, or claim by any Taxing Authority and any judicial, administrative or other proceeding or litigation (including any appeal of any such judicial, administrative or other proceeding or litigation), relating to Taxes or Tax Returns.

1.8. "Business" has the meaning set forth in the recitals of this Agreement.

1.9. "Business Day" means a day (i) other than Saturday or Sunday and (ii) on which commercial banks are open for business in Orange County, Florida.

1.10. "Buyer" has the meaning set forth in the preamble of this Agreement.

1.11. "Buyer Indemnitees" has the meaning set forth in Section 10.2.

1.12. "Claim" means any claim, notice of claim, demand, assertion of rights, action, cause of action, litigation, complaint, dispute, controversy, suit, arbitration, charge, audit, investigation, hearing, or other proceeding of any and every kind, nature or description whatsoever, at law or in equity, including claims for losses, damages, liabilities, deficiencies, interest, awards, penalties, costs or expenses.

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

1.14. "Closing" means the consummation of the transactions contemplated by this Agreement in accordance with the provisions of Article 8.

1.15. "Closing Date" means the date of the Closing set forth in Section 8.1.

1.16. "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

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

1.18. "Company" has the meaning set forth in the preamble of this Agreement.

1.19. "Company Employees" has the meaning set forth in Section 3.8(a).

1.20. "Company Environmental Liabilities" means liabilities and obligations of the Companies under Environmental Legal Requirements arising from facts, circumstances or conditions occurring prior to the Closing Date, whether asserted before or after the Closing Date.

1.21. "Company Interests" has the meaning set forth in the recitals to this Agreement.

1.22. "Compensation Arrangement" means any plan, program, arrangement or agreement or policy other than an Employee Plan, whether written or unwritten, maintained by Sellers, the Company or otherwise which provides to current or former employees, leased employees, consultants or agents, officers, directors of the Company or any other current or former Company Employee, any present or future rights to compensation or other benefits, whether deferred or not, in excess of base salary or wages, including, but not limited to, any bonus or incentive plan, equity-based compensation plan, deferred compensation arrangement, change in control, retention, severance pay plan, vacation, sick leave medical, death benefit, dental, life insurance, Section 125 of the Code "cafeteria" or "flexible" benefit, or any other material employee fringe benefit plan.

1.23. "Consents" shall mean all consents, authorizations, permits, orders, licenses, certificates, approvals or declarations of or with, or filings with, notices or notifications to Governmental Authorities and other Persons.

1.24. "Copyright Act" means the Copyright Act of 1976, as amended, and the published rules and regulations and decisions of the United States Copyright Office thereunder as in effect from time to time.

1.25. "Copyright Office" means the United States Copyright Office.

1.26. "Deductible" means $15,000.

1.27. "Direct Claim" has the meaning set forth in Section 10.4(a).

1.28. "Effect" has the meaning set forth in Section 1.56.

1.29. "Employee Plan" means any retirement or welfare plan or arrangement or any other employee benefit plan as defined in Section 3(3) of ERISA to which Sellers or the Company sponsors, maintains or contributes to or has any obligation to maintain or contribute to for the benefit of any current or former Company Employees.

1.30. "Enforceability Exceptions" means the exceptions or limitations to the enforceability of contracts or agreements under principles of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Legal Requirement affecting creditors' rights and relief of debtors generally, and rules of law and general principles of equity governing the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

1.31. "Environmental Claim" means any Claim or notice of any proceeding against the Company by or before a Governmental Authority or otherwise arising under or pertaining to any Environmental Legal Requirement or Hazardous Substance.

1.32. "Environmental Legal Requirement" means any Legal Requirement pertaining to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), the use, handling, storage, treatment or disposal of waste, including hazardous waste, and the use, handling, storage, manufacture, treatment or transportation of hazardous materials, including Hazardous Substances, or to the protection of public health and safety, or any other environmental matter, including matters arising under or relating to the following statutes: (A) Clean Air Act (42 U.S.C. § 7401, et seq.); (B) Clean Water Act (33 U.S.C. §1251, et seq.); (C) Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); (D) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.) ("CERCLA"); (E) Safe Drinking Water Act (42 U.S.C. 300f, et seq.); (F) the Hazardous Materials Transportation Act; (G) the Federal Insecticide, Fungicide and Rodenticide Act; (H) Toxic Substances Control Act (15 U.S.C. §2601, et seq.); (I) Emergency Planning and Community Right-to-Know Act; and (J) Occupational Safety and Health Act.

1.33. "Environmental Permits" means all material permits, licenses, registrations, and other authorizations required under applicable Environmental Legal Requirements.

1.34. "ERISA" means Employee Retirement Income Security Act of 1974, as amended.

1.35. "ERISA Affiliate" means each Person required to be aggregated with the Company as a single employer pursuant to the requirements of Section 414(b), (c), (m) or (o) of the Code and/or Section 4001(b) of ERISA.

1.36. "Financial Statements" means (i) the balance sheets of the Company as of the fiscal year ended December 31, 2013 and the income statement of the Company for the 2013 fiscal year; (ii) the balance sheet of the Company as of the fiscal year ended December 31, 2012 and the income statement of the Company for the 2012 fiscal year; (iii) the balance sheet of the Company as of the fiscal year ended December 31, 2011 and the income statement of the Company for the 2011 fiscal year; and (iv) the Closing Financials.

1.37. "GAAP" means United States generally accepted accounting principles, consistently applied, as in effect as of any date of determination.

1.38. "General Partner" has the meaning set forth in the preamble of this Agreement.

1.39. "Governmental Authority" means any United States federal, state, commonwealth, territorial, local (including county or municipal) or foreign governmental, regulatory or administrative, department, board, bureau, authority, agency, division, instrumentality or commission or any court of any of the same.

1.40. "Governmental Order" means any statute, rule, regulation, order, decree, judgment, writ, injunction, stipulation or determination issued, promulgated or entered by any Governmental Authority of competent jurisdiction.

1.41. "Hazardous Substance" means any chemical, pollutant, contaminant, hazardous or toxic substance, material, constituent or waste or any pollutant or any release thereof that is regulated by any Governmental Authority pursuant to an Environmental Legal Requirement including, electromagnetic fields, mold, petroleum or petroleum compounds, radioactive

materials, asbestos or any asbestos-containing material, or polychlorinated biphenyls or any material that poses a hazard to human health, safety, natural resources, employees or the environment.

1.42. "HSR Act" means Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

1.43. "Indemnification Amount" means $1,500,000.

1.44. "Indemnifying Party" has the meaning set forth in Section 10.4(a).

1.45. "Insurance Costs" means any direct actual costs incurred by a Claimant in connection with any Third Party Reimbursement received by a Claimant including any deductibles (without duplication), and retroactive or retrospective actual premium adjustments to the extent relating to the applicable Loss.

1.46. "Intellectual Property" means patents, patent applications, trademarks, service marks, trade names, service names, logos, copyrights, trade secrets, domain names, URLs, copyrightable materials, logos, trade secrets, software, source codes, object codes, proprietary information, technical information and data, machinery and equipment warranties, maps, computer disks and tapes, plans, diagrams, blueprints and schematics and other intellectual property rights (any goodwill associated with any of the foregoing), applied for, issued to, transferred to, or owned by the Company or under which the Company is licensed or franchised or which are used or held for use in connection with the Business together with any additions thereto between the date of this Agreement and the Closing Date.

1.47. "Interest" means any share, membership interest or other similar interest, however designated in the equity of any Person, including capital stock, partnership interests, membership interests, and any option, warrant or other arrangement with respect thereto and any similar right to acquire any such interest or any interest convertible into, exercisable for the purchase of or exchangeable for any such interest.

1.48. "IRS" means the United States Internal Revenue Service.

1.49. "Judicial Authority" means any court, arbitrator, special master, receiver, tribunal or similar body of any kind (including any Governmental Authority exercising judicial powers or functions of any kind).

1.50. "Knowledge" shall mean the actual knowledge of the Person referred to therein after reasonable due inquiry, and "Knowledge of Sellers," "to Sellers' Knowledge" and words of similar import shall mean the actual knowledge of Matthew Miller, Robert Anthony Stiles, David John Allonby after reasonable due inquiry.

1.51. "Leased Real Property" has the meaning set forth in Section 3.4(d).

1.52. "Legal Requirement" means as in effect on any date of determination, applicable common law or any applicable statute, permit, ordinance, code or other law, rule, regulation or

order enacted, adopted, promulgated or applied by any Governmental Authority, including any applicable Governmental Order.

1.53. "Licenses" means permits, licenses, variances, exemptions and approvals issued by any Governmental Authority.

1.54. "Liens" means Claims, liabilities, mortgages, security interests, liens, pledges, conditions, rights of first refusal, options to purchase, charges or encumbrances or similar rights or restrictions of any nature whatsoever, *provided, however*, that the term "Liens" shall not include Permitted Encumbrances.

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

1.56. "Material Adverse Effect" means any event, condition, change, occurrence, development, circumstance, effect or state of facts (each, an "Effect") that, individually or in the aggregate with any such other Effect, (a) prevents or would reasonably be expected to prevent Sellers from consummating the transactions contemplated by this Agreement or performing their obligations under this Agreement, or (b) is or would reasonably be expected to be materially adverse to the assets, liabilities, properties, operations, business, condition (financial or otherwise) or results of operations of the Company or the Business, taken as a whole, excluding any Effects as a result of or arising out (i) changes in economic conditions generally, (ii) changes in general political conditions, including any acts of war or terrorist activities, and (iii) changes in laws or other binding directives issued by any Governmental Authority, so long as in each of the cases set forth in clauses (i), (ii) and (iii), the Company is not disproportionately affected by such changes as compared to other companies in the Company's industry, and (iv) any Effects as a result of the announcement or pendency of the Merger.

1.57. "Material Contract" means any contract, agreement, lease or license (oral or written) which: (i) provides for performance of services or payments by or to the Company of an amount or value in excess of $2,500.00 in the aggregate since January 1, 2013 (excluding affiliate referral agreements entered into in the Ordinary Course); (ii) contains noncompetition covenants limiting the Company's right to engage in any line of business in any geographic area or to compete with any Person; (iii) is an employment, consulting (or other personal services by an independent contractor), sales, commissions, or severance contract, including contracts to employ executive officers and other contracts with officers or directors of such Person; (iv) relates to, or is evidence of, or is a guarantee of, or provides security for, indebtedness for borrowed money or the deferred purchase price of property (whether incurred, assumed, guaranteed or secured by any asset of the Company); (v) is a letter of credit, bond or similar arrangement running to the account of, or for the benefit of the Company; (vi) is a real property lease; (vii) is a lease or agreement (including sublease) under which the Company is a lessee of material Personal Property or which is a lease or agreement (including sublease) under which the Company is a lessor of or permits any other Person to hold or operate any Real Property or material Personal Property, owned or controlled by the Company, including any capital leases (with a clear indication in Schedule 3.7 as to which leases are capital leases); (viii) is a license or other agreement of the Company relating to the use of material Intellectual Property, except for any of the foregoing related to the use of generally available off-the-shelf computer software and Company customer licenses provided to customers of the Company in the Ordinary Course; (ix)

is a collective bargaining agreement to which the Company is a party; (x) is a joint venture or partnership agreement or a limited liability company operating agreement to which the Company is a party; (xi) is a pension, profit sharing, option, or other plan of the Company or Sellers providing for deferred or other compensation to Company Employees or any other employee benefit plan, or any contract with any labor union; (xii) is a contract or agreement under which the Company has advanced or loaned, or agreed to advance or loan, funds or any other asset to any other Person in any amount or value; (xiii) is a general power of attorney or other similar contract of the Company; (xiv) is a contract with any Affiliate of the Company; (xv) is a material easement or right-of-way agreement or relates to the purchase or sale of real property or any option to purchase or sell real property; (xvi) is a co-location agreement; or (xvii) subjects any material asset of the Company to any purchase option, right of first refusal or similar arrangement.

1.58. "Ordinary Course" means the conduct of the Business in accordance and consistent with the Company's normal day-to-day customs, practices and procedures from January 1, 2013 to the date of this Agreement.

1.59. "OFAC Sanction Programs" means (a) the Legal Requirements and Executive Orders administered by OFAC, including, without limitation, Executive Order No. 13224, and (b) the list of Specially Designated Nationals and Blocked Persons administered by OFAC, in each case, as renewed, extended, amended, or replaced.

1.60. "Organizational Documents" means, with respect to any Person (other than an individual), the articles or certificate of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company operating agreement, and all other similar organizational documents of such Person.

1.61. "Parties" means Buyer and each Seller, collectively and "Party" means each of Buyer and each Seller, individually.

1.62. "Permitted Encumbrances" means any of the following liens or encumbrances: (i) landlords liens and liens for current taxes assessments and governmental charges and other similar statutory liens not yet delinquent or being contested in good faith by appropriate proceedings and for which adequate reserves have been established; (ii) with respect to "Real Property" all easements, restrictions, reservations, contracts and other matters of record to the extent they do not, individually or in the aggregate, materially detract from the use and enjoyment of such Real Property as such property is used in the Ordinary Course; (iii) encumbrances that are minor or technical defects in title arising or incurred in the Ordinary Course to the extent they do not, individually or in the aggregate, materially detract from the use and enjoyment of the affected property as such property is used in the Ordinary Course; (iv) leased interests in property leased to third parties to the extent they do not, individually or in the aggregate, materially detract from the use and enjoyment of such property as such property is being used in the Ordinary Course; (v) any interest or title of a lessor under an operating lease or capitalized lease listed on Schedule 3.7 or of any licensor under a license listed on Schedule 3.16(c), (vii) zoning, building or similar restrictions relating to or affecting property; or (viii) liens listed on Schedule 1.62.

1.63. "Person" means any natural person, Governmental Authority, corporation, general or limited partnership, limited liability company, joint venture, trust, association or unincorporated entity of any kind.

1.64. "Personal Property" means all of the tangible and intangible personal property held, used, owned or leased by the Company, including the Tangible Personal Property, Governmental Permits, the Material Contracts, the Accounts Receivable, customer premise equipment and related spare parts, subscriber lists and billing records of the Company, motor vehicles, office furnishings and office equipment, and the internet protocol addresses listed on Schedule 1.61, though excluding Intellectual Property.

1.65. "Pro Rata Portion" means, with respect to any Seller, its respective percentage of Company Interests.

1.66. "Purchase Price" has the meaning set forth in Section 2.8.

1.67. "Real Property" means all of the real property interests of the Company including leasehold interests in Leased Real Property, easements, licenses, rights to access, rights-of-way and other real property interests that are leased by the Company or used or held for use in the Business.

1.68. "Release" means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Substances from any source into or upon the environment, including the air, soil, improvements, surface water, groundwater, sewer, septic system, storm drain, publicly owned treatment works, or waste treatment, storage, or disposal systems.

1.69. "Sellers' Agent" has the meaning set forth in Section 10.7.

1.70. "Seller Indemnitees" has the meaning set forth in Section 10.3.

1.71. "Seller" and Sellers" have the meanings set forth in the preamble of this Agreement.

1.72. "Software" means computer programs or data in computerized form, whether in object code, source code or other form.

1.73. "State Regulatory Authority" means any state Governmental Authority.

1.74. "Tangible Personal Property" means all of the equipment, tools vehicles, furniture, leasehold improvements, office equipment, plant, spare parts and other tangible personal property which are owned or leased by the Company or used or held for use in the conduct of the Business.

1.75. "Tax" or "Taxes" means any and all federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall, profits, environmental (including taxes under Code Section 59A), customs, duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real

property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes of any kind whatsoever including any interest, penalty (including any penalty for failure to file a Tax Return) or addition thereto whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

1.76. "Tax Authority" means, a Governmental Authority that imposes, assesses and/or collects Tax.

1.77. "Tax Return" means any return, declaration report, claim for refund or information return or statement relating to Taxes including any associated schedules, attachments or amendments filed or required to be filed with a Tax Authority.

1.78. "Technical Migration" means completion of the steps necessary for operation of the Business by Buyer as described in the Migration Plan attached as Exhibit B and such other matters related to the operation of the Business as the Parties may reasonably agree.

1.79. "Technical Migration Earnout" has the meaning set forth in Section 2.8.

1.80. "Third Party Claim" has the meaning set forth in Section 10.4(a).

1.81. "Third Party Reimbursement" has the meaning set forth in Section 10.5(a).

1.82. "Transaction Documents" has the meaning set forth in Section 2.1.

1.83. "WARN Act" means the Worker Adjustment and Retraining Notification Act, as amended.

2. MERGER.

2.1. The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the Florida Business Corporation Act (the "Florida Act") and the New Jersey Uniform Limited Partnership Act (1976) (the "New Jersey Act"), the Company shall be merged with and into Buyer at the Closing Date. At the Closing Date, the separate existence of the Company shall cease and the Buyer shall continue as the surviving corporation (the "Surviving Corporation"). The Merger, and the other transactions contemplated by this Agreement are referred to collectively in this Agreement as the "Transactions." This Agreement, together with the Articles of Merger (as hereinafter defined), are referred to collectively in this Agreement as the "Transaction Documents." It is the intent of the Parties that the Closing Date shall occur on the date hereof.

2.2. Effective Time. Prior to the Closing, the Buyer shall prepare, and on the Closing Date the Buyer shall use its commercially reasonable efforts to file with the Secretary of State of the State of Florida and the Secretary of State of the State of New Jersey, the Articles and Certificate of Merger or other appropriate documents (in any such case, the "Articles of Merger") executed in accordance with the relevant provisions of the Florida Act and the New Jersey Act and shall make such other filings or recordings required under the Florida Act and the New Jersey Act to give full effect to the Merger. The Merger shall become effective at such

time as the Articles of Merger are duly filed with the Secretaries of State of the State of Florida and of the State of New Jersey, or at such other time as Buyer and Sellers shall agree and specify in the Articles of Merger (the time the Merger becomes effective being the "Effective Time").

2.3. Effects. The Merger shall have the effects set forth in Section 607.11101 of the Florida Act and Section 42:2A-73 of the New Jersey Act.

2.4. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of the Buyer, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

2.5. Directors and Officers. From and after the Effective time, the directors and officers of the Buyer shall be the directors and officers of the Surviving Corporation.

2.6. Effect on Partnership Interests. At the Effective Time, by virtue of the Merger, (a) all of the outstanding Company Interests shall be converted into the right to receive the Purchase Price (as hereinafter defined), and the Company Interests shall be deemed at any time after the Effective Time to represent only the right to receive the Purchase Price, and such interests shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist; and (b) the shares of stock of the Buyer shall remain unchanged by the Merger. There are no and shall be no continuing rights to acquire interests or shares in the Company.

2.7. Distributions with Respect to Company Interests. No dividends or distributions with respect to the Company Interests shall be paid to a holder of such interests after the Closing, *provided however*, that the Company shall be permitted to distribute retained earnings and unencumbered cash to the Sellers in the Ordinary Course, prior to the Closing and *provided further* that Buyer will pay Sellers their respective Pro Rata Portion of amounts received by the Surviving Corporation from its payment processing service providers following the Closing on account of reserves held by such payment processing service providers relating to Company transactions prior to the Closing, not to exceed in the aggregate $50,000, and *provided further* that at no time prior to the Closing shall the working capital of the Company be less than $7,500.

2.8. Payment of Purchase Price. On or before such date that is the later to occur of (i) 5 Business Days following the Closing, or (ii) such date that the Buyer receives filed stamped copies of the Articles of Merger, certified by an appropriate official of the Secretary of State of the State of Florida and the Secretary of State of the State of New Jersey as being true and correct copies thereof (which Buyer agrees to order on an expedited basis in connection with filing the Articles of Merger), Buyer shall pay the sum of $8,000,000 (the "Closing Payment") by wire transfers of immediately available funds to the accounts designated by Sellers as set forth on Schedule 2.8, which sum shall be allocated among the Sellers as provided on Schedule 2.8 attached hereto. Additionally, if the Technical Migration is completed within six (6) months after the Closing Date, the Buyer shall pay to Sellers an additional $2,000,000 (two million dollars) (the "Technical Migration Earnout") by wire transfers of immediately available funds to the accounts designated by Sellers as set forth on Schedule 2.8, which sum shall be allocated among the Sellers as provided on Schedule 2.8 attached hereto, not later than 15 Business Days following the date on which the Parties mutually agree in good faith that the Technical Migration

is complete. The Closing Payment, together with the Technical Migration Earnout (if earned) are collectively referred to as the "Purchase Price").

3. REPRESENTATIONS AND WARRANTIES OF COMPANY.

Except as set forth in the corresponding sections or subsections of the disclosure schedule dated of even date herewith delivered by Sellers to Buyer (the "Company Disclosure Schedule") (each section of which qualifies the specifically identified Sections or subsections of this Agreement to which such disclosure schedule relates (unless the relevance to other representations and warranties is reasonably apparent from the actual text of the disclosures, in which case such other representations and warranties shall be subject to such applicable disclosure as well), and any reference herein to a schedule shall mean such schedule in the Company Disclosure Schedule), the Company hereby, upon the execution of this Agreement and at Closing, represents and warrants to Buyer as follows:

3.1. Company Organization, Standing and Authority. The Company is a limited partnership duly organized, validly existing and in good standing under the laws of New Jersey. The Company is qualified to do business and is in good standing under the laws of each jurisdiction in which the ownership, leasing or use of the assets owned, leased or used by it or the nature of its activities makes such qualification necessary, except where the failure to so qualify has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company has full and legal power and authority to own its properties and to carry on the Business as presently conducted. Buyer has been provided true and correct copies of the Organizational Documents of the Company, as in effect on the date hereof and the minutes of any meetings of the General Partner or under its control (and no material actions have been taken in any minutes of meetings with respect to which copies have not been provided to Buyer). Since its formation the Company has not engaged in any business or operations other than the Business. Schedule 3.1 sets forth a correct and complete list of the officers and partners of the Company. Schedule 3.1 sets forth a correct and complete list of all bank accounts and lock boxes maintained by the Company, including the financial institutions where they are maintained.

3.2. Capitalization; Ownership. Immediately prior to the consummation of the transactions contemplated hereby, the Sellers were the legal and beneficial owners of the Company Interests as set forth on Schedule 3.2, and each Seller has good and valid title to its respective Company Interests free and clear of any and all Liens. All of the Company Interests have been duly authorized and are validly issued, fully paid and nonassessable, are held free and clear of any Liens and were not issued in violation of any preemptive rights, rights of first offer or first refusal or similar rights, or in violation of any contract rights of any Person or the Organizational Documents of the Company, or in violation of the Securities Act of 1933, as amended or applicable state securities law or other applicable Legal Requirements. There are no outstanding or authorized options, warrants, securities, calls, commitments, purchase rights, subscription rights, conversion rights, exchange rights, deferred equity awards, agreements, arrangements, undertakings or other rights of any kind that entitle any Person to acquire (including securities exercisable or exchangeable for or convertible into) or obligate the Company to issue, grant, deliver, sell, transfer, repurchase, redeem or otherwise acquire (or cause to be issued, granted, delivered sold or transferred or repurchased, redeemed or otherwise

acquired), any additional Interest of or in the Company (or securities convertible into or exchangeable or exercisable for any such additional Interests (as applicable)), no partnership interest of Company has been reserved or set aside for any purpose and there are no contracts, agreements or arrangements to which the Company is a party (or that is otherwise binding on or enforceable against the Company) in respect thereof. There are no preemptive or similar rights on the part of any holder of any partnership interest of the Company. The Company has not issued or agreed to issue any bond, debenture or other indebtedness having the right to vote or convertible or exchangeable for securities having the right to vote. There are no other commitments, agreements, contracts, understandings, restrictions or arrangements to which the Company is a party or which are in favor of any Person with respect to the acquisition, disposition or voting of, the transfer of, transfer restrictions on, or right to participate in dividends or other earnings on, or any other matters pertaining to, any Interests of the Company. As of the date hereof, the Company does not own directly or indirectly, of record or beneficially, any Interest in any Person or have any right or obligation to acquire any Interest in any Person. The Company is not under any current or prospective obligation to form or participate in, provide funds to, or make any loan, capital contribution or other investment in or assume any liability or obligation of any Person..

3.3. No Violation or Conflict. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which the Company is a party and the consummation of the transactions contemplated hereby and thereby (with or without notice or lapse of time or both): (a) do not require any Consent of any Governmental Authority; (b) do not violate or result in a breach of any provision of the Company's Organizational Documents; (c) do not violate, conflict with, or result in a breach of any Legal Requirement to which the Company is bound; (d) do not conflict with, violate, constitute grounds for termination, modification, amendment, or cancellation of, or loss of any benefits or rights under, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, give rise to any obligation of the Company to make payment under, or require the Consent of any Person (including the Consent of any Person in connection with a change of control of the Company) under any (i) Material Contract to which the Company is a party or otherwise bound, or (ii) License to which the Company is bound other than any commercial off-the-shelf License; (e) do not and will not result in the creation of any Liens, upon any of the Company's Assets, other than Permitted Encumbrances; and (f) do not and will not result in the creation of any Liens upon the Company Interests.

3.4. Property.

(a) The Company has good and valid title to, or a valid and enforceable leasehold interest in or other valid rights to use, all of its Real Property, Personal Property, and any other asset owned, leased or used (or held for use) by the Company (collectively, the "Assets"), free and clear of all Liens, other than Permitted Encumbrances. The Assets are all of the assets necessary to operate the Business in the Ordinary Course and to permit Buyer to continue to operate the Business in the Ordinary Course after Closing.

(b) All items of Tangible Personal Property which, individually or in the aggregate, are material to the operation of the Business are in adequate operating condition for their respective present uses and operation ordinary wear and tear excepted.

(c) The Company does not own any real property.

(d) Schedule 3.4(d) lists all leases (true, correct and complete copies of which, together with amendments thereto have been delivered to Buyer) to which the Company (or any Affiliate of the Company for the benefit of the Company) is a party or otherwise bound governing the use of real property owned by Persons other than the Company (the "Leased Real Property") and the use of such Leased Real Property in the operation of the Business. The Company is not in breach of any lease identified on Schedule 3.4(d) and, to the Knowledge of the Company, no other party to any such lease is in breach thereof. All fixtures and improvements owned or leased by the Company and located on Leased Real Property are in adequate operating condition for their respective present uses and operation, ordinary wear and tear excepted. There does not exist any actual (or, to the Knowledge of the Company, threatened). condemnation or eminent domain proceedings, planned public improvements, annexation, special assessments, zoning or subdivision changes, or other adverse Claims affecting, to the Company's Knowledge, the Leased Real Property or any part thereof, and the Company has not received any written notice of the intention of any Governmental Authority or other Person to take or use all or any part thereof. Except as set forth on Schedule 3.4(d), there are no contracts entered into by the Company, granting to any Person other than the Company, the right to occupy, to the Company's Knowledge, any Leased Real Property.

(e) Except as set forth on Schedule 3.4(e): (i) to the Company's Knowledge there is no private restrictive covenant or governmental use restriction (including zoning) on all or any portion of the Leased Real Property that prohibits or interferes with the current use of the Leased Real Property; (ii) all permits required for the occupancy and operation of the Leased Real Property as presently being used by the Company have been obtained and are in full force and effect, and the Company has not received any notices of default or violations in connection with such items; and (iii) the Company has paid all Taxes assessments, or other charges payable by it respect to the Leased Real Property.

(f) To the Company's Knowledge, (i) the buildings, structures and other improvements on the Leased Real Property currently have access to public roads or valid easements over private streets or private property for such ingress to and egress from all such buildings and structures as is necessary for the conduct of the Business in the Ordinary Course and (ii) the Company validly holds and has an enforceable right to use all easements, licenses, sublicenses, franchises, rights-of-way and other access and use rights as is necessary for the conduct of the Business in the Ordinary Course.

3.5. Contracts. Schedule 3.5 lists each of the Material Contracts as of the date hereof, except for subscription agreements for the delivery of any service to subscribers of the Business in the Ordinary Course, the form of such subscription agreement, as in effect on the date hereof, is attached to Schedule 3.5, and (i) the Company has made available to Buyer true, correct and complete copies of all Material Contracts together with amendments thereto; (ii) each Material Contract is in full force and effect (subject to expiration at the end of its current term) and is

valid binding and enforceable upon the Company and, to the Knowledge of the Company, the other parties thereto in accordance with its terms, subject to the Enforceability Exceptions; (iii) the Company is in compliance in all respects with, and not in default under, the terms of each Material Contract, and to the Knowledge of the Company, each other party to each Material Contract is in material compliance in all respects with and not in default under the terms of such Material Contract; and (iv) to the Company's Knowledge no circumstances exist that (with or without the filing of notice or the lapse of time or both) would give any Person the right to accelerate the performance of, or to cancel, terminate or modify, any Material Contract. The Company has not received written notice from any Person regarding termination or amendment of any Material Contract or refusal to renew or extend the same upon expiration of its term.

3.6. Taxes.

(a) The Company has filed with the appropriate Tax Authorities when due (taking into account extensions) all Tax Returns required to be filed by it and all such Tax Returns were correct and complete in all material respects.

(b) The Company has timely paid all Taxes due and payable by it.

(c) All monies required to be withheld by the Company for Taxes including in connection with any amounts paid or owing to any employee, independent contractor, creditor, equity holder or other third party for Taxes have been collected or withheld and either timely paid to the respective Tax Authority or set aside in accounts for such purpose.

(d) The Company is not a party to any Tax allocation, Tax sharing or Tax indemnity agreement or any other agreement of a similar nature (other than Tax allocation or Tax sharing provisions in real property leases and subleases or other commercial contracts not primarily related to Taxes), nor does it have any liability for the Taxes of any Person as a transferee or successor by contract, or otherwise.

(e) None of the Sellers nor the Company has received a written notice from a Tax Authority in a jurisdiction where the Company does not file a Tax Return or does not conduct business or operate to the effect that the Company or such Seller, as a result of such Seller's ownership interest in the Company, is subject to taxation by that jurisdiction.

(f) The Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. No Tax Authority has asserted in writing that the Company is responsible for the payment of any additional Taxes for any period. No Tax Authority is currently auditing the Tax Returns of the Company for any period. There has been no Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or any Tax Return of the Company for any Tax year, nor has the Company or a Seller received any written notice from any Tax Authority that such Tax audit or proceeding will be initiated.

3.7. Compliance with Laws. The Company is not in violation of (i) any of its Governing Documents, (ii) the U.S. Copyright Act, the Digital Millennium Copyright Act of 1998, as now in effect (the "DMCA") or any criminal statute of any Governmental Authority, in each case, applicable to it in the U.S. or foreign countries, (iii) any material Legal Requirement

(other than U.S. Copyright Act, the DMCA or any criminal statute of any Governmental Authority), or (iv) any term of any contractual obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing. The Company has, and continues to maintain (A) a registered copyright agent as required by the DMCA for "safe harbor" protection as an "Online Service Provider" as defined by the DMCA and (B) detailed records of all content removed by the Company from any of their sites in response to a take-down notice received pursuant to the DMCA. The Company has delivered to the Buyer true, complete and correct copies of all of its DMCA records.

3.8. Employees.

(a) Schedule 3.8(a) lists as of the date of this Agreement (i) all of the employees of the Company, and (ii) certain employees of Sellers who are engaged primarily in providing support services to the Company, including the names and positions of each such employee, job location, full or part-time status, their respective dates of hire, bonuses paid for the year ended December 31, 2013, target bonus percentages for 2014, current annual base salary or wage rates, annual base salary or wage rate increases to be implemented during calendar year 2014 and 2015, and the estimated amount of severance and accrued vacation or sick leave payments due him/her, if applicable, under the Employee Plans or Compensation Arrangements. Each employee set forth on Schedule 3.8(a) who is employed by the Company immediately prior to the Closing shall be referred to herein as a "Company Employee," and collectively as the "Company Employees."

(b) Except as disclosed on Schedule 3.8(b) the employment of all Company Employees is terminable at will by the Company without any penalty or severance obligation incurred by the Company.

(c) There is (i) no unfair labor practice complaint pending or, to the Knowledge of Sellers and the Company, threatened against the Company before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against the Company which arises out of or under any collective bargaining agreement, (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened against the Company or (iii) to the Knowledge of Sellers and the Company, no union representation question existing with respect to the employees of the Company and no union organizing activity taking place with respect to any of the employees of the Company. Neither the Company nor any of its ERISA Affiliates has incurred any liability or obligation under the WARN Act or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of the Company have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements. All payments due from the Company on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of the Company.

(d) Neither the Company nor any of its ERISA Affiliates contributes to, sponsors, maintains or has an obligation to contribute to or maintain any Multiemployer Plan or any defined benefit plan and has not at any time prior to the date hereof established, sponsored or maintained, been a party to and has not at any time prior to the date hereof contributed or been

obligated to contribute to or maintain any Multiemployer Plan or any defined benefit plan. Except as required by Section 4980B of the Internal Revenue Code, neither the Company nor any of its ERISA Affiliates maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) which provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of the Company or any of its ERISA Affiliates or coverage after a participant's termination of employment.

3.9. Employee Benefits.

(a) List of Benefit Plans. All of the Employee Plans and Compensation Arrangements are listed on Schedule 3.9(a). Except as disclosed on Schedule 3.9(a) none of the Sellers nor the Company nor any ERISA Affiliate nor any predecessor thereof sponsors, maintains or contributes to or has any obligation to maintain or contribute to, or has any direct or indirect liability, whether contingent or otherwise, with respect to any Employee Plan or Compensation Arrangement. All Employee Plans and Compensation Arrangements are valid and binding and in full force and effect and there are no material defaults thereunder. Except as disclosed on Schedule 3.9(a), true and correct copies of the Employee Plans and Compensation Arrangements, and to the extent applicable, any related trust(s) or funding arrangement(s), the most recent summary plan description(s), Form(s) 5500 for the last three years, actuarial report(s), determination letter(s), all material communications received from or sent to the Internal Revenue Service, Pension Benefits Guaranty Corporation, and U.S. Department of Labor (including a written description of any material oral communication), current employee handbooks and manuals, and all amendments and modifications to any Employee Plan and Compensation Arrangement or related documents have been provided or made available to Buyer.

(b) Compliance. (i) Each Employee Plan and Compensation Arrangement has been established, administered and operated in compliance with its own terms and in material compliance with all applicable Legal Requirements and administrative or governmental rules and regulations, including the requirements of ERISA and the Code; (ii) there exists no suit or Claim pending or to the Knowledge of the Company, threatened in writing with respect to any Employee Plan or Compensation Arrangement (other than routine Claims for benefits in the Ordinary Course); (iii) all required contributions to or in respect of each Employee Plan or Compensation Arrangement have been timely made or, if contributions or payments were not required to be made, reserves have been established therefore on the Financial Statements, which reserves are, to the Company's Knowledge, adequate in all material respects; and (iv) no participant in an Employee Plan subject to Section 401(k) of the Code has a loan with a remaining term greater than 5 years, All Employee Plans and Compensation Arrangements applicable to any Company Employee and subject to Section 409A of the Code have complied with the requirements of Section 409A of the Code. No Seller nor the Company nor any ERISA Affiliate nor any predecessor thereof has engaged in a transaction with respect to any Employee Plan that is subject to ERISA or the Code that could subject the Company to a Tax or penalty imposed by Section 4975 or 4978 of the Code or Section 502(i) of ERISA.

(c) Liabilities. With respect to each Employee Plan or Compensation Arrangement there has not been and there does not currently exist any condition or event, and no condition or event is reasonably expected to occur, that could subject, directly or indirectly,

Buyer or the Company to any liability; contingent or otherwise, or to the imposition of any Liens on the Assets under ERISA or the Code. Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS or has a determination letter application pending with the IRS, or is entitled to rely on a favorable opinion letter issued by the IRS and to the Knowledge of the Company, no fact or event has occurred since the date of such determination letter or letters from the IRS that would reasonably be expected to adversely affect the qualified status of any such Employee Plan or the exempt status of any such trust. No Employee Plan subject to Title IV of ERISA (including any "multiemployer plan" as defined in ERISA) has been sponsored or maintained by the Sellers, the Company or any ERISA Affiliate or any predecessor thereof, nor have the Sellers, any Company, any ERISA Affiliate or any predecessor thereof, contributed to any such Employee Plan.

(d) Additional Payments. The consummation of the transactions contemplated hereby, either alone or in combination with another event, will not (i) entitle any Company Employee to any payment, (ii) increase the amount of compensation due to any Company Employee, (iii) accelerate the time of vesting of any compensation, stock incentive or other benefit; (iv) result in any "parachute payment" under Section 280G of the Code whether or not such payment is considered to be reasonable compensation for services rendered; (v) result in any violations of Section 409A of the Code; or (vi) entitle any current or former employee of the Company or Sellers to any bonus, retirement severance, job security or similar benefit or to any enhancement of any such benefit or trigger any other obligation pursuant to any Employee Plan or Compensation Arrangement.

(e) Post-Retirement Benefits. The Company does not have any obligation to provide and no Employee Plan or Compensation Arrangement provides, or at any time within six years prior to the date hereof provided, benefits, including death or medical benefits (whether or not insured) with respect to any Company Employee or former Company Employee beyond his or her retirement or other termination of service.

(f) COBRA Obligations. The Company has no responsibilities or obligations for continuation coverage under COBRA (the "COBRA Obligations") or any state continuation coverage requirements with respect to any past or present Company Employee or any of their respective beneficiaries with respect to COBRA "qualifying events."

3.10. Environmental Matters. To the Company's Knowledge: (i) The operations of the Company are in compliance with all Environmental Legal Requirements; (ii) there has been no Release at any of the properties owned, leased or operated by the Company or a predecessor in interest, or at any disposal or treatment facility which received Hazardous Substances generated by the Company or any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (iii) no Environmental Claim has been asserted against the Company or any predecessor in interest nor does any Seller or the Company have Knowledge or notice of any threatened or pending Environmental Claim against the Company or any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (iv) no Environmental Claims have been asserted against any facilities that may have received Hazardous Substances generated by the Company or any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (v) no property now or formerly owned, leased or operated by

the Company has been used as a treatment or disposal site for any Hazardous Substance; (vi) the Company has not failed to report to the proper Governmental Authority any Release which is required to be so reported by any Environmental Legal Requirement which could reasonably be expected to have a Material Adverse Effect; (vii) the Company holds all licenses, permits and approvals required under any Environmental Legal Requirements in connection with the operation of the business carried on by it, except for such licenses, permits and approvals as to which the Company's failure to maintain or comply with could not reasonably be expected to have a Material Adverse Effect; and (viii) the Company has not received any notification pursuant to any Environmental Legal Requirement that (A) any work, repairs, construction or expenditures are required to be made in any respect as a condition of continued compliance with any Environmental Legal Requirements, or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made, subject to limitations or conditions, revoked, withdrawn or terminated.

3.11. Financial Settlements; Absence of Certain Changes; No Undisclosed Liabilities.

(a) Attached to Schedule 3.11(a) are true and complete copies of the Financial Statements, other than the Closing Financials, unless Closing occurs on the date hereof. The Financial Statements have been prepared from, and are in accordance with, the books and records of the Company. The Financial Statements, subject to normal recurring year-end adjustments (none of which, individually or in the aggregate, would be material) and the absence of notes: (i) except as disclosed on Schedule 3.11(a), have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered; and (ii) fairly present, in all material respects, the financial condition and the results of operations of the Company, in each case, as of the dates thereof and for the periods presented therein. The books and records of the Company all of which have been made available to Buyer, are complete and correct in all material respects and represent actual, bona fide transactions. The Closing Financials that will be made available to Buyer at the Closing (x) have been and will be prepared from and are in accordance with the books and records of the Company and in a manner consistent with the Financial Statements; and (y) except as disclosed on Schedule 3.11(a), have been and will be prepared in accordance with GAAP consistently applied, and (z) fairly present and will fairly present in all material respects the consolidated financial condition and results of operations of the Company as of the dates thereof or the periods then ended, subject, to the absence of notes and normal recurring year-end adjustments none of which, individually or in the aggregate, would be material. Any and all reports that have been made available to Buyer prior to the date of this Agreement and that will be provided to Buyer after the date of this Agreement (x) have been and will be prepared from and are in accordance with the books and records of the Company and (y) currently present and will present accurate and complete subscriber and other information contained therein for the Company and the Business, as applicable, as of the dates and for the periods indicated therein.

(b) Except as set forth on Schedule 3.11(b) since December 31, 2013 through the date hereof, (i) there has been no Effect with respect to the Company that, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect; and (ii) the Company has carried on and operated the Business in the Ordinary Course and has not (a) made any material increase in compensation payable or to become payable, or benefits provided or to become provided, to any of the Company Employees, or any material change in personnel

policies, insurance benefits or other compensation arrangements affecting the Company Employees, (b) made any sale, assignment, lease or other transfer of or incurred any indebtedness or Lien including leases and licenses granted by the Company to a third party (other than a Permitted Encumbrance) with respect to any of the Assets, other than obsolete assets no longer usable in the operation of the Business or other assets sold or disposed of in the Ordinary Course with suitable replacements being obtained therefor as reasonably necessary or advisable for the continued operation of the Business; or (c) made any offers to existing or prospective customers other than in the Ordinary Course.

(c) Except as set forth on Schedule 3.11(c), the Company has no liabilities or obligations of any kind or nature, whether known or unknown, absolute or contingent, accrued or unaccrued, which would be required to be disclosed on a balance sheet prepared in accordance with GAAP and to the Company's Knowledge there is no existing condition, situation or set of circumstances that would reasonably be expected to result in such a liability except (a) which are specifically reflected or reserved for in the Closing Financials, or (b) which are current liabilities incurred in the Ordinary Course since December 31, 2013, none of which are material to the Company or the Business, results of operations or financial condition of the Company. The Company does not have any off-balance sheet arrangements (as such term is defined in Regulation S-K, Item 303), except to the extent otherwise set forth in the footnotes to the Financial Statements.

3.12. Intellectual Property.

(a) Schedule 3.14(a) identifies each patent or trademark registration which has been issued to the Company with respect to any of its Intellectual Property, identifies each pending patent application or application for registration which the Company has made with respect to any of its Intellectual Property and identifies each material license, agreement, or other permission which the Company has granted to any third party with respect to any of its Intellectual Property (together with any exceptions), except those entered into with customers of the Company in the Ordinary Course. Schedule 3.12(a) also identifies each trade name and unregistered trademark used by the Company in connection with its business. With respect to each item of Intellectual Property identified in Schedule 3.12(a) (and except as set forth on Schedule 3.12(a)):

(i) with respect to each patent or trademark registration which has been issued to the Company the Company possesses all right, title and interest in and to the item free and clear of any Lien, license, or other restriction;

(ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge; and

(iii) no action, suit, proceeding, hearing, investigation, Claim or demand is pending or, to the Knowledge of the Company, is threatened which challenges the legality, validity, enforceability, use, or ownership of the item.

(b) (i) To the Knowledge of the Company, the Company has not infringed upon any Intellectual Property rights of third parties, and the Company has not received any

Claim or demand, alleging any such infringement, and (ii) there are no proceedings pending or, to the Company's Knowledge, threatened with respect to any Intellectual Property rights of third parties alleging any such infringement, misappropriation or violation. To the Knowledge of the Company, no third party has infringed upon any Intellectual Property rights of the Company.

(c) Schedule 3.12(c) identifies each material item of Intellectual Property that any third party owns and that the Company uses pursuant to license, sublicense, agreement, or permission. With respect to each item of Intellectual Property identified in Schedule 3.12(c):

(i) the license, sublicense, agreement, or permission covering the item is valid, binding, enforceable, and in full force and effect; and

(ii) neither the Company nor, to the Knowledge of the Company, any other party to the license, sublicense, agreement, or permission is in material breach or default.

(d) Except as set forth on Schedule 3.12(a): (i) to the Knowledge of the Company, all Software that is used by the Company, or is present at any facility or on any equipment of the Company is owned by the Company or is subject to a current license agreement that covers all use of the Software in the Business as currently conducted; (ii) the Company is not in breach in any respect of any license to, or license of, any Software; and (iii) the Company does not use, rely on or contract with any Person to provide computer processing services to the Company, in lieu of or in addition to its use of the Software.

3.13. Insurance. Schedule 3.13 lists (i) all insurance policies now in force and held or owned by the Company or Sellers relating to the Assets, the operation of the Business, or otherwise, specifying the insurer, the amount of and nature of coverage and the risk insured against (the "Insurance Policies") and (ii) all franchise, construction, fidelity, performance and other bonds, guaranties in lieu of bonds and letters of credit posted by the Company and the amounts thereof. Neither the Company nor any Seller has been refused or denied renewal of any insurance coverage or received any written correspondence thereof. All Insurance Policies are in full force and effect. There is no claim by the Company or Sellers pending under any of such Insurance Policies as to which coverage has been questioned, denied or disputed by the underwriters of such Insurance Policies or in respect of which such underwriters have reserved their rights. With such exceptions as would not be material, all premiums due in respect of the Insurance Policies have been paid by the Company or Sellers, as applicable, and the Company and Sellers are otherwise in compliance with the terms of such Insurance Policies. There have been no claims made against and to the Company's Knowledge, there are no claims threatened to be made against any D&O Insurance Policy for which the Company is an insured party. True and complete copies of all Insurance Policies have been made available to Buyer.

3.14. Transactions with Affiliates. Except as disclosed on Schedule 3.14, the Company is not currently a party to any contract with any Affiliate of the Company, or any director or officer of any such Affiliate, and no Affiliate of the Company or director or officer of any such Affiliate owns any property or right, tangible or intangible, that is used in the Business.

3.15. No Broker. No finder, broker, agent, financial advisor or other intermediary has acted on behalf of Sellers or the Company in connection with this Agreement or the transactions

contemplated by this Agreement or is entitled to any payment in connection herewith or therewith which, in either case, would result in any obligation or liability on the part of Buyer.

3.16. Accounts Receivable; Inventory. All of the Company's existing Accounts Receivable relating to the Business represent valid obligations of customers of the Company arising from bona fide transactions entered into in the Ordinary Course. Schedule 3.16 sets forth the Company's existing Accounts Receivable as of the date specified on Schedule 3.16, together with an aging report for such Accounts Receivable, as of such date. The Company's Tangible Personal Property inventory (i) consists of items of a quality usable in the Business in the Ordinary Course and (ii) is in quantities sufficient to operate and maintain the Business in the Ordinary Course.

3.17. Regulations T, U and X. The Company is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X).

3.18. Nature of Business. The Company is not engaged in any business other than the Business.

3.19. Adverse Agreements, Etc. Except as set forth on Schedule 3.19, the Company is not a party to any contract or subject to any restriction or limitation in any Organizational Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which (either individually or in the aggregate) has, or to the Company's Knowledge, in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

3.20. Permits. The Company has, and is in material compliance with, all Governmental Authority permits, licenses, authorizations, approvals, entitlements and accreditations required for the Company lawfully to own, lease, manage or operate the Business. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and there is no claim that any thereof is not in full force and effect.

3.21. Investment Company Act. The Company is not (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Legal Requirement that limits in any respect its ability to perform its obligations under this Agreement or conduct the Business.

3.22. Credit Card Agreements. Set forth in Schedule 3.22 is a correct and complete list of all of the credit card agreements (the "Credit Card Agreements") existing as of the Closing Date between and/or among the Company, any of its Affiliates, the credit card issuers, the credit card processors and any of their Affiliates. The Credit Card Agreements constitute all of such agreements necessary for the Company to operate the Business as presently conducted with respect to credit cards and debit cards and no account of the Company arises from purchases by customers of the Company with credit cards or debit cards, other than those which are issued by

credit card issuers with whom the Company has entered into one of the Credit Card Agreements set forth on Schedule 3.22 hereto or with whom the Company has entered into a Credit Card Agreement in accordance with this Section 3.22. Each of the Credit Card Agreements constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms except as such enforceability may be limited by the Enforceability Exceptions. To the Knowledge of the Company, no default or event of default, or act, condition or event which after notice or passage of time or both, would constitute a default or an event of default under any of the Credit Card Agreements exists or has occurred and is continuing. The Company and, to the Company's Knowledge, the other parties thereto, have complied with all of the terms and conditions of the Credit Card Agreements to the extent necessary for the Company to be entitled to receive all payments thereunder. The Company has delivered, or caused to be delivered to the Buyer, true, correct and complete copies of all of the Credit Card Agreements.

3.23. Anti-Money Laundering and Anti-Terrorism Laws.

(a) Neither Company, nor any Affiliate of the Company, has violated or is in violation of any of the Anti-Money Laundering and Anti-Terrorism Laws or has engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the Anti-Money Laundering and Anti-Terrorism Laws.

(b) Neither the Company, nor any Affiliate of the Company, nor any officer, director or principal shareholder or owner of the Company, nor any of the Company's respective agents acting or benefiting in any capacity in connection with the Business or other transactions hereunder, is a Person that (i) is identified on the list of "Specially Designated Nationals and Blocked Persons" published by OFAC; (ii) resides, is organized or chartered, or has a place of business in a country or territory that is the subject of an OFAC Sanctions Program; (iii) is a United States Person prohibited from dealing or engaging in a transaction with under any of the Anti-Money Laundering and Anti-Terrorism Laws; or (iv) is owned or controlled by, or that owns or controls, or that is acting for or on behalf of, any such Person described in this sentence (a "Blocked Person").

(c) Neither the Company, nor any of its agents acting in any capacity in connection with the Business or other transactions hereunder, (A) conducts any business with or for the benefit of any Blocked Person or engages in making or receiving any contribution of funds, goods or services to, from or for the benefit of any Blocked Person, or (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to any OFAC Sanctions Programs.

3.24. Anti-Bribery and Anti-Corruption Laws.

(a) The Company is in compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the anti-bribery and anti-corruption laws of those jurisdictions in which they do business (collectively, the "Anti-Corruption Laws").

(b) The Company has not at any time:

(i) offered, promised, paid, given, or authorized the payment or giving of any money, gift or other thing of value, directly or indirectly, to or for the benefit of any employee, official, representative, or other person acting on behalf of any foreign (i.e., non-U.S.) Governmental Authority thereof, or of any public international organization, or any foreign political party or official thereof, or candidate for foreign political office (collectively, "Foreign Official"), for the purpose of: (1) influencing any act or decision of such Foreign Official in his, her, or its official capacity; or (2) inducing such Foreign Official to do, or omit to do, an act in violation of the lawful duty of such Foreign Official, or (3) securing any improper advantage, in order to obtain or retain business for, or with, or to direct business to, any Person; or

(ii) acted or attempted to act in any manner which would subject the Company to liability under any Anti-Corruption Law.

(c) There are, and have been, no allegations, investigations or inquiries with regard to a potential violation of any Anti-Corruption Law by the Company or any of its current or former partners, directors, officers, employees or agents, or other persons acting or purporting to act on their behalf.

(d) The Company has adopted, implemented and maintain anti-bribery and anti-corruption policies and procedures that are reasonably designed to ensure compliance with the Anti-Corruption Laws.

3.25. Disclosure. No representation or warranty or other statement made by the Company in this Agreement, any disclosure Schedule hereto, or certificate or other document delivered by the Company pursuant to this Agreement, contains any untrue statement of material fact or omits to state a material fact necessary to make the statements made herein or therein, in light of the circumstances in which they were made, not misleading as of the date hereof. The Company does not have Knowledge of any fact that is reasonably likely to cause a Material Adverse Effect on the Company or its Business, and for this purpose, Material Adverse Effect does not include clauses (i), (ii), (iii) and (iv) of the definition thereof.

3.26. Capital Leases and Installment Contracts. Except as set forth in Schedule 3.26 there are no capital leases or installment contracts to which the Company is a party or which are binding upon the Company.

4. REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

Each Seller, jointly and severally, hereby represents and warrants to Buyer as follows:

4.1. General Partner Organization, Standing and Authority. Overplay, LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Jersey and has all requisite power and authority to own and operate its properties and to conduct its business as now conducted. The General Partner has the requisite limited liability company power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform and comply with all of the terms, covenants and conditions to be performed and complied with by the General Partner hereunder.

4.2. Authorization and Binding Obligation. The execution and delivery by Sellers of this Agreement and the other Transaction Documents to which each of them is a party, the performance by Sellers of their respective obligations hereunder and thereunder, and the consummation by Sellers of the transactions contemplated hereby and thereby have been duly authorized by all necessary action of Sellers. This Agreement has been, and each other Transaction Document to which each Seller is a party shall be, duly executed and delivered by such Seller, and, assuming the due authorization execution and delivery thereof by Buyer, this Agreement and the other Transaction Documents constitute a valid and legally binding obligation of each Seller enforceable against it in accordance with their respective terms, except as enforceability may be limited by the Enforceability Exceptions.

4.3. The execution, delivery and performance by each Seller of this Agreement and the other Transaction Documents to which such Seller is a party and the consummation of the transactions contemplated hereby and thereby (with or without notice or lapse of time or both): (a) do not require any Consent of any Governmental Authority; (b) do not violate or result in a breach of any provision of the General Partner's Organizational Documents; (c) do not violate, conflict with, or result in a breach of any Legal Requirement to which any Seller is bound; and (d) do not conflict with, violate, constitute grounds for termination, modification, amendment, or cancellation of, or loss of any benefits or rights under, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, give rise to any obligation of the Company to make payment under, or require the Consent of any Person (including the Consent of any Person in connection with a change of control of the Company) under any material contract, agreement, understanding or arrangement that any Seller is a party to or otherwise bound.

4.4. Each Seller is the legal and beneficial owner of the Company Interests as set forth opposite such Company Shareholder's name on Schedule 3.2 of the Company Disclosure Letter, and has good and valid title to its respective Company Interest, free and clear of all Liens. Such Seller does not own, and does not have the right to acquire, directly or indirectly, any other Company Interest, except as set forth in Schedule 3.2 of the Company Disclosure Letter. Such Seller is not a party to any option, warrant, purchase right, or other contract or commitment that could require such Seller to sell, transfer, or otherwise dispose of its respective Company Interest (other than this Agreement).

4.5. Disclosure. No representation or warranty or other statement made by a Seller in this Agreement, any disclosure Schedule hereto, or certificate or other document delivered by a Seller pursuant to this Agreement, contains any untrue statement of material fact or omits to state a material fact necessary to make the statements made herein or therein, in light of the circumstances in which they were made, not misleading as of the date hereof. The Sellers do not have Knowledge of any fact that is reasonably likely to cause a Material Adverse Effect on the Company or its Business, and for this purpose, Material Adverse Effect does not include clauses (i), (ii), (iii) and (iv) of the definition thereof.

5. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Sellers as follows:

5.1. Organization, Standing and Authority. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to conduct business as a foreign corporation in all jurisdictions where qualification is required, except where the failure to so qualify has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect upon on the ability of the Buyer to perform its obligations under this Agreement. Buyer has the requisite corporate power and authority to execute and deliver this Agreement and to perform and comply with all of the terms, covenants and conditions to be performed and complied with by Buyer hereunder. Buyer is a direct or indirect wholly-owned subsidiary of Highwinds.

5.2. Authorization and Binding Obligation. The execution and delivery by Buyer of this Agreement and the other Transaction Documents to which it is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action of Buyer. This Agreement has been duly executed and delivered by Buyer, and, assuming the due authorization, execution and delivery thereof by Sellers, this Agreement constitutes a valid and legally binding obligation of Buyer, enforceable against it in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Closing Payment, the Technical Migration Earnout and to consummate the transactions contemplated by this Agreement.

5.3. Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement by Buyer will not: (i) require the consent, approval, permit or authorization of, or declaration to or filing with any Governmental Authority, or any other third party by Buyer; (ii) violate the organizational documents of Buyer; (iii) violate any material law, judgment, order, ordinance, injunction, decree, rule or regulation of any court or governmental instrumentality binding on Buyer; or (iv) conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, instrument, license or permit to which Buyer is a party or by which Buyer may be bound, in all such cases, such that Buyer could not perform its obligations hereunder.

5.4. No Broker. No finder, broker, agent, financial advisor or other intermediary has acted on behalf of the Buyer in connection with this Agreement or the transactions contemplated by this Agreement or is entitled to any payment in connection herewith or therewith which, in either case, would result in any obligation or liability on the part of Sellers.

6. COVENANTS OF THE PARTIES.

6.1. [Intentionally Omitted]

6.2. Fees and Expenses. Except as specifically provided herein, each Party shall pay its own expenses incurred in connection with the authorization, preparation, negotiation, execution, delivery and performance of this Agreement and the other Transaction Documents, including all fees and expenses of its counsel, accountants, agents and other representatives, and Sellers shall be responsible for such expenses incurred by the Company. Fees and expenses of

legal advisors and accountants to the Company and/or to the Sellers which remain outstanding as of the Closing shall be deducted from the Closing Payment and paid to such providers by the Buyer at the Closing. The Company shall use commercially reasonable efforts to deliver to the Buyer invoices from all of its providers prior to the Closing.

6.3. Tax Matters.

(a) All real and personal property transfer, documentary, sales, use, registration, value-added, stamp duty and other similar Taxes (including interest, penalties and additions to Tax) incurred in connection with the transactions contemplated herein shall be borne fifty percent (50%) by the Buyer and fifty percent (50%) by the Sellers.

(b) Sellers shall be liable for income Taxes that may be imposed on Sellers as a result of the operations of the Company and the Business for any taxable period that ends on or before the Closing Date, and shall prepare or cause to be prepared and file or cause to be filed all income Tax Returns for the Company (including, for the avoidance of doubt, IRS Form 1065 (U.S. Return of Partnership Income)) in respect of any such taxable period.

(c) Sellers shall be liable for Taxes other than income Taxes that may be imposed on Sellers for any taxable period that ends on or before the Closing Date.

(d) The Buyer and the Sellers shall cooperate with respect to Tax matters and the Parties shall timely provide to one another, upon reasonable request, all information reasonably necessary in filing any Tax Returns with respect to Taxes or in defending any claim by a Tax Authority for Taxes.

(e) Buyer and Sellers hereby agree to the allocation of the Purchase Price (and all other capitalized costs) among the Assets and other matters as set forth on Schedule 6.3 (the "Purchase Price Allocation"). Neither Sellers nor Buyer shall take any position on any Tax Return, in any audit or otherwise, that is inconsistent with the Purchase Price Allocation unless expressly required to do so pursuant to applicable law.

6.4. Release. Effective and conditioned upon occurrence of the Closing, each Seller, on behalf of itself and its Affiliates (other than the Company) (collectively, the "Releasing Parties"), hereby irrevocably and unconditionally releases, settles, cancels, discharges and acknowledges to be fully and finally satisfied any and all claims, litigations, complaints, disputes, controversies, suits, arbitrations, charges, audits, investigations, hearings, demands, rights, actions, causes of action, debts, accounts, covenants, contracts, agreements, promises, damages, costs, reimbursements, losses, compensation, liabilities and expenses (including attorneys' fees), of any and every kind, nature or description whatsoever, known or unknown, at law or in equity (collectively, "Released Claims"), which the Releasing Parties may have had or may now have or assert against the Company or any of the Company's present or past officers, directors, shareholders, partners, agents, representatives, attorneys, employees, affiliates, and subsidiaries (collectively, the "Released Parties"), which are on account of any matter whatsoever attributable to the period, or arising during the period, from the beginning of time through and including the Closing. Each Seller agrees and acknowledges that neither such Seller nor any of the other Releasing Parties, nor anyone claiming under, through or for them or on

their behalf, will bring, file, institute, prosecute, maintain, participate in, or recover upon, either directly or indirectly, or encourage or benefit from the institution of, any proceeding, Claim, action, suit, litigation, or arbitration against any of the Released Parties for or relating to any of the Released Claims. The foregoing release shall not relieve any of the Released Parties of their respective rights, obligations or liabilities under the Merger, the transactions contemplated thereby, or the other documents executed in connection with the transactions contemplated thereby, and the foregoing release shall not impair or have any effect on the Sellers' rights to defend any claims for which Sellers are, or may be, liable, pursuant to Article 10 of this Agreement.

6.5. Non-Competition; Non-Solicit.

(a) For a period of three (3) years from and after the Closing Date, each Seller and its Affiliates shall not, without Buyer's prior written consent, directly or indirectly, own, manage, operate, control or consult for any company that owns, manages, operates, controls or otherwise engages in the distribution of virtual private network services or DNS services to customers who are located within the communities served by the Business (a "Restricted Business"); provided, however, that the restrictions contained in this Section 6.5(a) shall not prevent Sellers from, directly or indirectly, acquiring or holding less than two percent (2%) of the outstanding capital stock of any publicly traded company engaged in a Restricted Business.

(b) Each Seller and its Affiliates shall not, at any time during the three (3) year period after the Closing, directly or indirectly, solicit the employment of, hire or otherwise engage any person who was a Company Employee as of the Closing, or induce or attempt to induce any person who was a Company Employee as of the Closing to leave the employment of the Buyer or the Company; provided, however, that no general advertisement or general solicitation not targeted to any such person shall be deemed to be a violation of this Section 6.5(b), provided, however, that the restrictions contained in this Section 6.5(b) shall not apply with respect to any agreement between a Seller or an Affiliate of a Seller and Warren Daniel following the completion of the Technical Migration.

(c) The rights of Buyer under this Section 6.5 are of a specialized and unique character, and immediate and irreparable damage would result to Buyer if a Seller fails to or refuses to perform its obligations under this section and, notwithstanding any election by Buyer to claim damages from a Seller as a result of any such failure or refusal, Buyer may, in addition to any other remedies and damages available, all of which shall be cumulative, be entitled to seek an injunction in a court of competent jurisdiction to restrain any such failure or refusal without the obligation of posting a bond, cash, or otherwise, and each Seller waives any defense that Buyer has an adequate remedy at law. Notwithstanding the forgoing or anything to the contrary set forth in this Agreement, it is hereby clarified that the Sellers shall be liable for any Losses that result in violation of this Section 6.5 on a several and not joint basis and solely against the Seller who caused such Losses.

(d) The parties hereto agree that, if any court of competent jurisdiction in a final non-appealable judgment determines that a specified time period, a specified geographical area, a specified business limitation or any other relevant feature of this Section 6.5 is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area,

business limitation or other relevant feature which is determined by such court to be reasonable, not arbitrary and not against public policy may be enforced against the applicable party.

6.6. Indemnification Obligations. During the period from the Closing and ending one (1) year after the Effective Time, Buyer will ensure that the Surviving Corporation fulfills its indemnification obligations to present and former members of the Company's management (the "Indemnified D&Os") pursuant to the terms the Organizational Documents of the Company and those of the Company's General Partner as in effect on the date hereof, and pursuant to all indemnification agreements entered into between Indemnified D&O's and the Company prior to the date hereof. Regardless of anything herein or in the Organizational Documents of the Company to the contrary, the indemnification provided hereunder for the Indemnified D&Os shall not apply to any claim by the Buyer against any Indemnified D&O, and the Organizational Documents of the Company are hereby amended to remove any provision to the contrary.

6.7. Each of the Sellers and the Buyer agree to reasonably cooperate to complete the Technical Migration as soon as practicable following the Effective Time but no later than the date that is six months from the Closing Date.

7. [INTENTIONALLY OMITTED]

8. CLOSING AND CLOSING DELIVERIES.

8.1. Closing. The Closing shall occur on such date that the Parties reasonably agree (the "Closing Date"). The Closing shall be held at the offices of Muller Lebensburger & Schwartz or at such other location or time as the parties may agree and in the case of Sellers and their counsel, may be handled remotely, including by pdf. signature pages, provided that the Sellers, on the one hand and the Buyer on the other hand shall deliver original signature pages to the other as soon as practicable following the Closing. Notwithstanding the foregoing, the parties agree that the Closing shall be deemed effective as of 11:59 p.m. on the Closing Date.

8.2. Deliveries by Company and Sellers. Prior to or on the Closing Date, the Company and the Sellers shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) Articles of Merger. The Articles of Merger, substantially in the form attached hereto as Exhibit C, duly executed by the Company and its authorized representative;

(b) Secretary's Certificate. Certificates, dated as of the Closing Date, executed by the Company's authorized representative, without personal liability: (i) certifying that the resolutions, as attached to such certificate, were duly adopted by the Company and its [member/manager/directors] authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and that such resolutions remain in full force and effect; (ii) certifying as to the incumbency of the person signing this Agreement on behalf of the Overplay, LLC; and (iii) certifying that the copies of the Organizational Documents of the Company attached thereto are true, accurate and complete copies thereof and remain in full force and effect;

(c) Company Consents. Copies of such consents by the Sellers and the Company consenting to the Merger and those other matters set forth on Schedule 8.2(c);

(d) Lien Releases. Releases of all filed Liens affecting any of the Assets or Company Interests, except for Permitted Encumbrances affecting the Assets;

(e) Resignations. Resignations, dated on or before the Closing Date and effective immediately prior to the Closing, of each officer and member of the board of directors (management committees or similar committees) of the Company; and

(f) Legal Opinion. A legal opinion of Berkowitz, Lichtstein, Kuritsky, Giasullo & Gross, LLC, company counsel to the Company and Overplay, LLC as to such matters as the Buyer may reasonably request.

8.3. Deliveries by Buyer. Prior to or on the Closing Date, or the Effective Time in the case of the Closing Payment, Buyer shall deliver to the Company and the Sellers the following, in form and substance reasonably satisfactory to the Company, the Sellers and their counsel.

(a) Purchase Price. The Closing Payment in accordance with Section 2.8; and

(b) Secretary's Certificate. A certificate, dated as of the Closing Date, executed by Buyer's Secretary, without personal liability: (i) certifying that the resolutions, as attached to such certificate, were duly adopted by Buyer's Board of Directors, authorizing and approving the execution of this Agreement and the consummation of the transactions contemplated hereby and that such resolutions remain in full force and effect; and (ii) certifying as to the incumbency of the person signing this Agreement on behalf of Buyer.

9. TERMINATION.

9.1. Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned:

(a) by mutual written consent of Buyer, Sellers and the Company;

(b) by either Buyer or the Company, if the Effective Time shall not have occurred on or before April 7, 2014 or such other date that Buyer and the Company may agree upon in writing (the "Termination Date").

The party seeking to terminate this Agreement pursuant to subsection (b) above shall give written notice of such termination to the other party.

9.2. Effect of Termination. In the event of termination of this Agreement as set forth in Section 9.1 (Termination), this Agreement shall forthwith become void and there shall be no Liability or obligation on the part of Buyer, the Company, the Sellers or their respective officers, directors, partners, Affiliates or representatives; provided, however, that (a) the provisions of this Section and Article 11 (Miscellaneous), shall remain in full force and effect and survive any termination of this Agreement and (b) nothing herein shall relieve any party hereto from liability

in connection with any willful breach of such party's representations, warranties or covenants contained herein.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

10.1. **Survival of Representations and Warranties.** (a) All of the Parties' representations, warranties shall survive and continue until the date that is twelve (12) months from the Closing Date, provided however that the representations and warranties set forth in Section 3.1 (*Company Organization, Standing and Authority*), Section 3.2 (*Capitalization; Ownership*), Section 3.3 (*No Violation or Conflict*), Section 3.6 (*Taxes*), Section 4.1 *(General Partner Organization, Standing and Authority)* Section 4.2 *(Authorization and Binding Obligation)* and Section 4.3 (collectively, the "Fundamental Representations") shall survive the Closing and continue in full force and effect until the expiration of the applicable statutes of limitation, and (b) each of the Parties' covenants contained in this Agreement shall survive the Closing and continue in accordance with their terms.

10.2. Indemnification by Sellers. After the Closing, each Seller, jointly and severally (unless otherwise set forth herein), agrees to indemnify and hold Buyer and its Affiliates (including the Company) and their respective employees, officers, directors, managers, equityholders, advisers and representatives (collectively, the "Buyer Indemnitees") harmless from and against all liability, loss, damage, Claim, injury, interest and penalty and all costs and expenses (including reasonable counsel fees and costs and expenses of any suit related thereto or relating to investigating, preparing, defending against or prosecuting any such suit, if indemnifiable hereunder) of any kind or character (collectively, "Losses") suffered or incurred by the Buyer Indemnitees arising from (a) any breach of any representation or warranty of a Seller or the Company contained in this Agreement or any Transaction Document (though subject to the qualifications contained in the Company Disclosure Schedule) to which a Seller or the Company is a party (without giving effect to any limitations or qualifications related to materiality or to Material Adverse Effect for the sole purpose of determining the amount of Losses, though not for purposes of determining if an inaccuracy or breach shall have occurred), *provided, however,* that the Buyer shall not be entitled to indemnity under this Section 10.2 for the breach of any representation or warranty concerning any Material Contract, which breach was caused solely by the consummation of the Merger, and which Material Contract is intended to be assigned in the Migration Plan; (b) any failure to perform or observe any covenant, or agreement of a Seller or the Company in this Agreement or any Transaction Document to which a Seller or the Company is a party; or (c) any unsuccessful Claim by a Seller against Buyer pursuant to this Agreement or any Transaction Document.

10.3. Indemnification by Buyer. After the Closing, Buyer agrees to indemnify and hold each Seller and its employees, officers, directors, shareholders, advisers and representatives (collectively, the "Seller Indemnitees") harmless from and against all Losses suffered or incurred by the Seller Indemnitees arising from (a) any breach of any representation or warranty of Buyer contained in this Agreement or any Transaction Document to which Buyer is a party; (b) any failure to perform or observe any covenant or agreement of Buyer contained in this Agreement or any Transaction Document to which Buyer is a party; or (c) any unsuccessful Claim by the Buyer against any Seller pursuant to this Agreement or any Transaction Document.

10.4. Procedures. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from whom indemnification is claimed (the "Indemnifying Party") and to the extent that the Indemnifying Party is any or all of the Sellers, then notice shall also be given to the Sellers' Agent, of any Claim, whether between the Parties (a "Direct Claim") or brought by a third party (a "Third Party Claim"), specifying (i) to the Claimant's Knowledge, the factual basis for such Claim in reasonable detail; and (ii) a good faith estimate of the amount of the Claim, if such amount is capable of estimation. If the Claim is a Third Party Claim (including a Claim that relates to an action, suit or proceeding filed by a third party against Claimant), such notice shall be given reasonably promptly by Claimant to the Indemnifying Party (and Sellers' Agent, if applicable), after written notice of such Third Party Claim is received by Claimant; provided, however, that the failure of the Claimant to give timely notice hereunder shall not relieve the Indemnifying Party of its obligations under this Article 10, unless the Indemnifying Party is materially prejudiced by such delay.

(b) Following receipt of notice from the Claimant of a Direct Claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the Claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and its authorized representatives the information relied upon by the Claimant to substantiate the Claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of such 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the Claim, subject to the terms and in accordance with the procedures set forth herein, including Section 10.4 and Section 10.6, if the Claimant and the Indemnifying Party do not agree within such period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedies.

(c) With respect to any Third Party Claim as to which the Claimant is entitled to indemnification hereunder, the Indemnifying Party shall have the right to undertake the defense of, or opposition to, such Third Party Claim with counsel selected by such Indemnifying Party reasonably acceptable to Claimant, subject to the Indemnifying Party's (i) notifying the Claimant, in writing promptly after receipt of the Claimant's notice of Claim, of its intention to assume such defense or opposition, and (ii) conducting diligently such defense or opposition. The Claimant shall reasonably cooperate with the Indemnifying Party in connection with the defense of a Third Party Claim, subject to reimbursement for reasonable actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party in connection with the defense of any Third Party Claim. If the Indemnifying Party elects to assume control of the defense of, or opposition to, any Third Party Claim, the Claimant shall have the right to participate in the defense of, or opposition to, such Claim at its own expense; provided, however, if, in the reasonable opinion of counsel for the Claimant, there would be a conflict of interest if the Indemnifying Party's counsel represented both the Indemnifying Party and the Claimant, the Indemnifying Party shall be responsible for the reasonable fees and expenses of one counsel selected by the Claimant to participate in such defense or opposition.

(d) In the event the Indemnifying Party (i) does not elect to assume control or otherwise participate in the defense of, or opposition to, any Third Party Claim or (ii) is not

entitled to assume control of the defense of, or opposition to, any such Third Party Claim, the Indemnifying Party shall be bound by the results obtained by the Claimant with respect to such Claim, subject to the limitations contained in this Agreement, provided, however, the Claimant shall not have the right to consent or otherwise agree to any monetary or non-monetary settlement or relief, including injunctive relief or other equitable remedies, without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, delayed or conditioned. In the event that the Indemnifying Party assumes control of the defense of, or opposition to, any Third Party Claim, the Claimant shall be bound by the results obtained by the Indemnifying Party with respect to such Claim; provided that the Indemnifying Party shall only have the right to consent or otherwise agree to any monetary settlement for which the Indemnifying Party is responsible in full, but shall not have the right to consent or otherwise agree to any other monetary or non-monetary settlement or relief, including injunctive relief or other equitable remedies, without the prior written consent of the Claimant, which consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, neither the Indemnifying Party nor the Claimant shall settle or compromise any such Claim or demand unless the Claimant or the Indemnifying Party, respectively, is given a full and complete release of any and all Losses by all relevant parties relating thereto.

(e) If a Claim, whether a Direct Claim or a Third Party Claim, requires immediate action, the Parties will work in good faith to reach a decision with respect thereto as expeditiously as possible.

10.5. Additional Limitations; Payments.

(a) In addition to and separate from the Sellers' liability for indemnification pursuant to this Article 10, until the date that is thirty six (36) months from the Closing Date, each Seller agrees, jointly and severally, to indemnify, defend and hold Buyer harmless from any and all Losses which may now or hereafter be made or asserted against the Company and which arise out of or result from any set of facts existent at the Effective Time other than (A) those disclosed on the Financial Statements of the Company and (B) those that relate to the operation of the Business by the Sellers prior to the Closing and that are continued by Buyer or its Affiliates from and after the Closing, except for Losses owed to a Seller or Matthew Miller or an Affiliate of, or another Person related to, a Seller or Matthew Miller.

(b) In addition to and separate from the Buyer's liability for indemnification pursuant to this Article 10, Buyer agrees to indemnify, defend and hold Sellers harmless from any and all loss, cost, expense, Claims, liabilities or causes of action, including reasonable attorney fees, by or on account of any creditors or other third parties which may now or hereafter be made or asserted against the Company and which arise out of or result from any set of facts first existent after the Effective Time.

(c) Notwithstanding anything to the contrary in this Agreement, no Buyer Indemnitee shall be entitled to indemnification for any Losses for indemnification pursuant to Section 10.2(a) until the aggregate amount of all Losses under all claims of all Indemnitees for all such breaches shall exceed the Deductible, at which time all such Losses incurred in excess of the Deductible shall be subject to indemnification hereunder (subject to other limitations under this Section 10.5 and the other terms and conditions hereof), provided, however, that

notwithstanding the foregoing, the Deductible set forth above shall not apply with respect to any claim for indemnification based on fraud, or breach of any Fundamental Representation.

(d) Notwithstanding anything to the contrary in this Agreement (but subject to the provisos in this sentence), each Seller's liability for indemnification pursuant to this Article 10 shall be joint and several (except as set forth in Section 6.5) but shall not, in the aggregate by individual Seller or collectively by all Sellers, exceed the Indemnification Amount; provided, however, with respect to Losses for (i) any breach of the Fundamental Representations, (ii) any failure to perform or observe any covenant, or agreement of a Seller in this Agreement or any Transaction Document to which a Seller is a party and (iii) fraud, the limitations set forth above in this subsection 10.5(d) shall not apply.

(e) The amount of any Losses of any Person subject to indemnification under this Article 10 shall be reduced by the amount, if any, received by the Claimant from any insurance provider, less the amount of any Insurance Costs and any other out-of-pocket costs incurred in connection with collecting any such amounts (such amount being referred to herein as a "Third Party Reimbursement"), with respect to the Losses suffered thereby. If after receipt by a Claimant of any indemnification payment hereunder, such Claimant receives a Third Party Reimbursement in respect of the same Losses for which such indemnification payment was made and such Third Party Reimbursement was not taken into account in assessing the amount of indemnifiable Losses, then the Claimant shall accept such Third Party Reimbursement for the account of the Indemnifying Party and shall turn over all of such Third Party Reimbursement, less any Insurance Costs and any other out-of-pocket costs incurred in connection with collecting any such amounts, to the Indemnifying Party up to the amount of the indemnification paid by the Indemnifying Party pursuant to this Agreement.

(f) Notwithstanding anything to the contrary contained in this Article 10, the Parties shall reasonably cooperate to make available, at no cost to Sellers, any insurance coverage for Third Party Claims subject to the reasonable discretion of Buyer regarding whether it will separately pursue any such Third Party Reimbursement. Upon an Indemnifying Party's request, the Claimant shall take any steps reasonably necessary to provide Indemnifying Party with the right of subrogation to pursue any insurance coverage for Third Party Claims. Nothing contained in this paragraph shall require any Party to maintain, continue, or obtain any insurance coverage.

(g) EXCEPT IN THE EVENT OF A THIRD PARTY CLAIM, CRIMINAL VIOLATIONS OF LAW OR CLAIMS FOR FRAUD, NO CLAIMS OR CAUSES OF ACTION ARISING UNDER OR RESULTING FROM THIS AGREEMENT, OTHER TRANSACTION DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE ASSERTED BY ANY PARTY OR ANY OTHER PERSON AGAINST A PARTY FOR PUNITIVE, SPECIAL, EXEMPLARY, CONTINGENT, INCIDENTAL, SPECULATIVE, CONSEQUENTIAL DAMAGES THAT ARE NOT REASONABLY FORESEEABLE BY SUCH OTHER PARTY (INCLUDING LOST PROFITS OR REVENUE OR FOR DIMINUTION IN VALUE) (OTHER THAN AS TO THE COST TO REPAIR OR REPLACE THE AFFECTED ASSETS DETERMINED AS OF THE CLOSING DATE ARISING FROM A BREACH BY SELLERS OF THIS AGREEMENT).

(h) Payments. The Indemnifying Party shall pay all amounts payable pursuant to this Article 10 by wire transfer of immediately available funds, promptly following receipt from a Claimant of a bill, together with all accompanying reasonably detailed back-up documentation, for a Loss that is the subject of indemnification hereunder, unless the Indemnifying Party in good faith disputes the Loss, in which event it shall so notify the Claimant in any event, the Indemnifying Party shall pay to the Claimant, by wire transfer of immediately available funds, the amount of any Loss for which it is liable hereunder no later than three (3) Business Days following any final determination of such Loss and the Indemnifying Party's liability therefor. A "final determination" shall exist when (i) the parties to the dispute have reached an agreement in writing or (ii) a court of competent jurisdiction shall have entered a final and non-appealable order or judgment.

(i) Characterization of Indemnification Payments. All payments made by an Indemnifying Party to a Claimant in respect of any Claim pursuant to Section 10.2 or 10.3 hereof shall be treated as adjustments to the Purchase Price for Tax purposes.

10.6. Sole Remedy. After the Closing, except for Claims for fraud, the indemnification relief afforded by the provisions of this Article 10 shall be the sole and exclusive remedy of a Claimant for matters arising under, relating to, or in connection with this Agreement, the Merger and the Transaction Documents, the transactions contemplated hereby or thereby or for the negotiation, execution, delivery and performance hereof or thereof, whether for tort, breach of contract, Environmental Claims or otherwise, and by agreeing to such provisions, the Parties are deemed to have made an election of remedies in favor of indemnification in lieu of other remedies.

10.7. Sellers' Agent. Each Seller shall be deemed to have consented to the appointment of the General Partner as the Sellers' Agent, as the attorney-in-fact for and on behalf of each such Seller, and the taking by the Sellers' Agent of any and all actions and the making of any decisions required or permitted to be taken by the Sellers' Agent under this Agreement, including the exercise of the power to: (a) execute and deliver this Agreement, and, in each case, any amendment thereof or waiver thereunder, (b) agree to, negotiate, enter into settlements and compromises of and comply with orders of courts and awards of arbitrators with respect to Indemnification Claims, (d) resolve any Indemnification Claims and (e) take all actions necessary in the judgment of the Sellers' Agent for the accomplishment of the foregoing and all of the other terms, conditions and limitations of this Agreement. Accordingly, the Sellers' Agent has unlimited authority and power to act on behalf of each Seller with respect to this Agreement and the disposition, settlement or other handling of all Indemnification Claims, rights or obligations arising from and taken pursuant to this Agreement. Each Seller will be bound by all actions taken by the Sellers' Agent in connection with this Agreement, and Buyer shall be entitled to rely on any action or decision of the Sellers' Agent.

11. MISCELLANEOUS.

11.1. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing; (ii) delivered by personal delivery, facsimile transmission (with telephonic confirmation) or transmission by other electronic means reasonably acceptable to all parties (with telephonic confirmation) or sent by commercial

delivery service or certified mail, return receipt requested; (iii) deemed to have been given on the date of personal delivery, facsimile transmission (with telephonic confirmation) or transmission by other electronic means reasonably acceptable to all parties (with telephonic- confirmation), or the date set forth in the records of the delivery service or on the return receipt; and (iv) addressed as follows:

If to Sellers/Company:	Overplay, LLC 22-19 Radburn Road Fairlawn, NJ 07410 Attention: Matthew Miller
With a copy to:	Fenwick & West LLP 801 California Street Mountain View, CA 94041 Attention: Kris Withrow Telephone: (650) 988-8500 Fax: (650) 938-5200
If to Buyer:	Overplay, Inc. 807 W. Morse Boulevard, Suite 101 Winter Park, FL 32789 Attention: Steve Miller and Gabe Miller Telephone: (407) 215- 2400 Fax: (407) 647-0392
With a copy to:	Muller Lebensburger & Schwartz 7385 Galloway Road, Suite 200 Miami, FL 33173 Attention: Charles Muller II and Michael Schwartz Telephone: (305) 670-6770 Fax: (305) 670-6769

or to any such other persons or addresses as the parties may from time to time designate in a writing delivered, in accordance with this Section 11.1, Rejection or other refusal to accept or inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

11.2. No Assignment: Benefit and Binding Effect. No Party may assign this Agreement without the prior written consent of the other Parties, except as expressly permitted in this Section 11.2. Buyer may assign this Agreement and its rights and interests herein, subject to the terms of this Agreement (including applicable conditions, limitations and qualifications hereunder): (a) [for collateral security purposes to any lender providing financing to Buyer or its Affiliates for purposes of consummating the transactions contemplated by this Agreement (and any such lender may exercise all or any of the rights and remedies of Buyer hereunder after the date of this Agreement),] (b) to any successor, assignee or designee of the lender that is a purchaser or assignee of the Assets in connection with such lender's exercise of its rights and remedies under its collateral pledge hereof and (c) to any Affiliate of Buyer, provided that such

assignment shall not relieve or release Buyer of its obligations under this Agreement including without limitation, obligations of Buyer to pay the Closing Payment and the Technical Migration Earnout in accordance with the terms and conditions hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.3. Governing Law/Consent to Jurisdiction. This Agreement and the rights of the Parties under it will be governed by and construed in all respects in accordance with the laws of the [State of Florida] without regard to the conflicts of laws principles of such state. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA OR ANY FLORIDA STATE COURT SITTING IN ORANGE COUNTY, FLORIDA FOR THE PURPOSE OF ANY LITIGATION RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND WAIVE ANY OBJECTION THAT THEY AT ANY TIME MAY HAVE TO THE LAYING OF VENUE IN ANY SUCH COURT AND/OR TO ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY WAIVE PERSONAL SERVICE OF ANY PROCESS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING AND AGREE THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL ADDRESSED TO OR BY PERSONAL DELIVERY TO ANY OTHER PARTY AT SUCH OTHER PARTY'S ADDRESS SET FORTH IN SECTION 11.1 HEREOF. IN THE ALTERNATIVE, IN ITS DISCRETION, ANY OF THE PARTIES MAY EFFECT SERVICE UPON ANY OTHER PARTY IN ANY OTHER FORM OR MANNER PERMITTED BY LAW.

11.4. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS OR RELATIONSHIPS CREATED UNDER OR BY THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS SECTION OF THIS AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY.

11.5. Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

11.6. Entire Agreement. This Agreement, all schedules and exhibits hereto, and all documents and certificates to be delivered by the Parties pursuant hereto collectively represent the entire understanding and agreement between Buyer and Sellers with respect to the subject matter hereof. All schedules and exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations among Buyer and Sellers with respect to the transactions contemplated hereby, and all letters of intent and other writings relating to such negotiations, and cannot he amended, supplemented or modified except by an agreement in

writing which makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case maybe, and which is signed by all Parties.

11.7. Further Assurances. All Parties covenant that at any time, and from time to time, after the Closing Date, it or they will execute such additional instruments and take such actions as may be reasonably requested by any Party to effect the transactions contemplated by this Agreement.

11.8. Waiver of Compliance; Consents. Any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may only be waived in writing by the Party entitled to the benefits thereof, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11.9. Severability. It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the Legal Requirements and public policies applied in a jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.10. Counterparts. This Agreement may be executed in multiple counterparts and delivered by facsimile, e-mail or portable document format (.pdf) transmission, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

11.11. No Third Party Beneficiaries. This Agreement constitutes an agreement solely among the Parties, and is not intended to and will not confer any rights, remedies, obligations or liabilities, legal or equitable on any Person (including any employee or former employee of the Company or Sellers) other than the Parties and their respective successors or permitted assigns and the Buyer Indemnitees and the Seller Indemnitees, solely with respect to Article 10, or otherwise constitute any Person a third party beneficiary under or by reason of this Agreement; provided, however, that notwithstanding the foregoing, Indemnified D&O's are intended third party beneficiaries pursuant to Section 6.6 (Indemnification Obligations) hereof.

11.12. Public Disclosure. Notwithstanding anything to the contrary contained herein, except as may be required to comply with the requirements of any applicable Legal Requirement or legal process or any legal obligations imposed on Buyer or its Affiliates, each party shall keep

the existence and terms of this Agreement confidential and no press release or similar public announcement or communication shall he made or caused to he made relating to this Agreement unless specifically approved in advance by all Parties hereto. To the extent any such disclosure is required by Legal Requirements or legal process, the issuing party shall consult with the other Party and use all commercially reasonable efforts to agree upon the nature, content and form of such press release or public statement.

11.13. Guarantee by Highwinds. Highwinds hereby irrevocably and unconditionally guarantees to the Sellers and their successors and assigns, the timely payment of the Purchase Price. Highwinds represents, warrants and acknowledges that it has received good, valuable and sufficient consideration for the making of this guarantee. Highwinds further agrees that this guarantee shall remain in full force and effect and be binding upon Highwinds until the Purchase Price is paid in full. Highwinds hereby waives: (i) notice of acceptance of this guarantee; (ii) notice of creation of any obligation guaranteed hereby; and (iii) presentment, demand, protest, notice of dishonor and all other notices.

11.14. Guarantee by Miller. Miller hereby irrevocably and unconditionally guarantees to Buyer and its successors and assigns, the timely payment and performance of all obligations of the General Partner under this Agreement. Miller represents, warrants and acknowledges that Miller has received good, valuable and sufficient consideration for the making of this guarantee. Miller further agrees that this guarantee shall remain in full force and effect and be binding upon Miller until all obligations of the General Partner under this Agreement are performed, paid or satisfied in full. Miller hereby waives: (i) notice of acceptance of this guarantee; (ii) notice of creation of any obligation guaranteed hereby; and (iii) presentment, demand, protest, notice of dishonor and all other notices.

11.15. Construction. This Agreement has been negotiated by Buyer and Sellers and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement. In this Agreement (a) the words "hereof," "herein," "hereto," "hereunder," and words of similar import may refer to this Agreement as a whole and not merely to a specific section, paragraph, or clause in which the respective word appears, (b) words importing gender include the other gender as appropriate, (c) any terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference, (d) unless otherwise stated, references to any Section, Article, Schedule or Exhibit are to such Section or Article of, or Schedule or Exhibit to, this Agreement, (e) the words "include", "includes", and "including" are deemed in each case to be followed by the words "without limitation" and (f) the word "shall" denotes a directive and obligation, and not an option. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

BUYER:

OVERPLAY, INC.

By: _____
Name: R.G. MILLER
Title: CFO, Secretary

COMPANY:

Overplay.Net, L.P.

By: _____
Name:
Title:

SELLERS:

OVERPLAY, LLC

By: _____
Name:
Title:

_____
ROBERT ANTHONY STILES

_____
DAVID JOHN ALLONBY

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

BUYER:

OVERPLAY, INC.

By: _____
Name:
Title:

COMPANY:

Overplay.Net, L.P.
Overplay, LLC, its General Partner

By: _____
Name: Matthew Miller
Title: Manager

SELLERS:

OVERPLAY, LLC

By: _____
Name: Matthew Miller
Title: Manager

_____
ROBERT ANTHONY STILES

_____
DAVID JOHN ALLONBY

Agreed and accepted as to Section 11.13:

HIGHWINDS CAPITAL, INC.

By: _____
Name: R.G. MILLER
Title: CFO, Secretary

Agreed and accepted as to Section 11.14

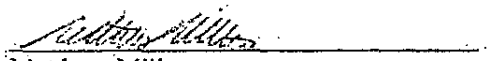
_____
Matthew Miller

Agreed and accepted as to Section 11.13:

HIGHWINDS CAPITAL, INC.

By:_____
Name:
Title:

Agreed and accepted as to Section 11.14



Matthew Miller

Exhibit A

Country
UNITED STATES
UNITED ARAB EMIRATES
UNITED KINGDOM
DENMARK
GERMANY
CANADA
AUSTRALIA
FRANCE
SPAIN
SINGAPORE
NORWAY
SWEDEN
HONG KONG
SWITZERLAND
IRELAND
SAUDI ARABIA
THAILAND
NEW ZEALAND
NETHERLANDS
CHINA
QATAR
JAPAN
ITALY
ISRAEL
BRAZIL
BELGIUM
KOREA, REPUBLIC OF
TURKEY
MALAYSIA
POLAND
AUSTRIA
MEXICO
RUSSIAN FEDERATION
INDIA
KUWAIT
CYPRUS
INDONESIA
FINLAND
GREECE

SOUTH AFRICA
BERMUDA
MALTA
LUXEMBOURG
OMAN
BAHRAIN
PORTUGAL
HUNGARY
CZECH REPUBLIC
TAIWAN, PROVINCE
OF CHINA
UKRAINE

Exhibit B

Migration Plan

All billing functions transitioned from the Company to the Buyer, including, but not limited to accounting systems, merchant accounts and bank accounts.

Buyer to receive all tax returns of the Company for the past 3 years (state income taxes, sales taxes, VAT taxes, etc.). Migration of these tax returns to Buyer's platform. Sellers to Provide to Buyer any exemption certificates, reseller certificates, tax decision matrices, etc., received by the Company.

Sellers to provide accounting system and logins for Buyer to be able to transition financial data from the Company to Buyer.

Sellers to assist with the beginning balance sheet accounting of the Buyer including February 28, 2014 financial statements (income statement and balance sheet) along with a rollforward of balances to the Closing Date. Sellers to provide substantiation for balance sheet accounts (including bank reconciliations, A/R aging, A/P aging, prepaid accounts, deferred revenues, other assets, other liabilities).

Sellers to provide Buyer with all passwords and assist with the access and migration of the Company's Google accounts, including but not limited to adwords & analytics to Buyer.

Sellers to provide copies of all Company vendor and customer contracts to Buyer.

Sellers to assist Buyer in the succession to vendor and customer contracts (except for non Material Contracts) to Buyer. Sellers shall be responsible for contacting the vendors to request the transfer of contracts to Buyer, except for click-through contracts where approval not legally required.

Sellers to provide assistance to Buyer as needed in migration of payment processing to Buyer. Sellers agree to maintain agreements with payment providers and processors necessary for migration. Sellers will process payments and transfer receipts to Buyer.

Sellers to provide assistance as needed by the Buyer in migration of retail and wholesale subscribers to Buyer specified payment providers/platform.

Sellers to document network and server devices and circuit ID.

Sellers to provide assistance as needed in integration of Overplay network into Highwinds Capital, Inc. ("Highwinds") Network.

Sellers to document and provide assistance as needed in transferring to Buyer ASN's and IP space.

Sellers to provide assistance as needed in transfer to Buyer of Company's cloud services, domains, websites, code, and contracts needed to run the Business.

Sellers to provide the Highwinds Operations team with necessary physical access and permission to fully administer any Company on-site facilities.

Sellers to provide Highwinds Operations team with root access to acquired assets and service providing systems.

Sellers to assist Buyer in backup of source code repositories to Highwinds servers.

Sellers to perform for Buyer an on-site source code tour for Buyer's designated developers.

Sellers to document for Buyer release process for each software product.

Sellers to provide to Buyer licenses/passwords for developer tools, iTunes store, Google Play store, etc.

Sellers to document to Buyer known software bugs not yet fixed.

Sellers to document to Buyer SmartDNS curation process and assist training of two designated employees of Buyer.

Sellers to document to Buyer 3rd party suppliers relevant to operating the Business.

Sellers to brief Support & Customer service representatives on Highwinds Policies. Sellers shall assist in the transfer of the support team in India and the support representative in North Carolina to Buyer.

Sellers to assist Buyer in achieving mutual understanding of DMCA & Abuse procedures and compliance policies. Sellers shall continue the processing of DMCA notices in accordance with Legal Requirements, Notice & Takedown requests in accordance with the EU e-compliance directive, subpoenas, notices & any other requests from any local, state, federal or foreign government until Buyer confirms to Sellers that Buyer is able to process.

Sellers to document for Buyer the smart DNS and VPN reseller APIs.

Exhibit C

ARTICLES AND CERTIFICATE OF MERGER
OF
OVERPLAY.NET, LP
WITH AND INTO
OVERPLAY, INC.

Pursuant to Section 607.1109 of the Florida Business Corporation Act and Section 42:2A-73 of the New Jersey Uniform Limited Partnership Law (1976), the following Articles and Certificate of Merger are submitted to merge Overplay.Net, LP, a New Jersey limited partnership with and into Overplay, Inc., a Florida corporation.

FIRST: The names of the entities which are parties to the merger (the "Merger") contemplated by these Articles and Certificate of Merger are Overplay.Net, LP, a New Jersey limited partnership formed in and under the law of the State of New Jersey and Overplay, Inc., a Florida corporation formed in and under the laws of the State of Florida. The surviving corporation in the Merger is Overplay, Inc. and its Articles of Incorporation will not be changed by this Merger.

SECOND: The terms and conditions of the merger and the manner of converting the partnership interests of Overplay.Net, LP are as set forth in the attached Agreement and Plan of Merger.

THIRD: The attached Agreement and Plan of Merger was approved and executed by Overplay, Inc. in accordance with the applicable provisions of the Florida Business Corporation Act.

FOURTH: The attached Agreement and Plan of Merger was approved and executed by Overplay.Net, LP in accordance with the applicable provisions of the New Jersey Uniform Limited Partnership Law (1976).

FIFTH: The Merger shall become effective upon filing of these Articles and Certificate of Merger.

SIXTH: The Agreement and Plan of Merger is on file at the place of business of Overplay, Inc., which address is 807 W. Morse Boulevard, Suite 101, Winter Park, FL 32789.

SEVENTH: A copy of the Agreement and Plan of Merger shall be furnished by Overplay, Inc., on request and without cost, to any partner of Overplay.Net, LP.

EIGHTH: Overplay, Inc. hereby agrees that it may be served with process in the State of New Jersey in any action, suit or proceeding for the enforcement of any obligation of Overplay.Net, LP, and hereby irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service in any such action, suit or proceeding and hereby specifies as

its address to which a copy of such service shall be mailed to it by the Secretary of State of the State of New Jersey the following: 807 W. Morse Boulevard, Suite 101, Winter Park, FL 32789.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of the ___ day of March, 2014.

OVERPLAY.NET, LP

By: Overplay, LLC, its
General Partner

By:_____
Name:
Title:

OVERPLAY, INC.

By:_____
Name:
Title: