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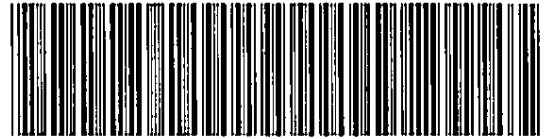
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MAR 15 2018
I ALBRITTON

COVER LETTER

To: Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Subject: BehaviorMe, Inc.

Please return all correspondence concerning this matter to:

Dustin Rickett
Pearl Street Legal, LLC
1209 Pearl Street, Suite 4
Boulder, CO 80302
dustin@pearlstreetlegal.com

For further information concerning this matter, please call:

Dustin Rickett: (719) 330-3280

Certified copy requested



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 9, 2018

DUSTIN RICKETT
PEARL STREET LEGA, LLC
1209 PEARL STREET - STE. 4
BOULDER, CO 80302

SUBJECT: BEHAVIORME, INC.
Ref. Number: P16000044389

We have received your document for BEHAVIORME, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

The exhibit "D" mentioned in the plan of merger was not included.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 218A00004864

STATE OF FLORIDA

ARTICLES OF MERGER

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned companies have executed the following Articles of Merger.

1. The name and jurisdiction of the surviving corporation are BehaviorMe, Inc. a Delaware corporation.

2. The name and jurisdiction of the merging corporation are BehaviorMe, Inc. a Florida corporation.

3. The Plan of Merger is attached hereto as Annex A.


4. The merger is to become effective upon the date the Articles of Merger are filed with the Florida Department of State.

5. The Plan of Merger was approved, adopted, certified and acknowledged by written consent of the shareholders of the constituent companies and executed in accordance with the Act on February 26, 2018.

6. IN WITNESS WHEREOF, BehaviorMe, Inc. a Florida corporation and BehaviorMe, Inc., a Delaware corporation have caused this certificate to be signed by an authorized officer on this February 28, 2018


BEHAVIORME, INC.

A Florida corporation

By: 
Andy Chavez, CEO

BEHAVIORME, INC.

A Delaware corporation

By: 
Andy Chavez, President & CEO

FILED

2018 FEB 14 AM 9:31

Annex A

PLAN OF MERGER

[see attached]

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is entered into as of February 26, 2018, between BehaviorMe, Inc., a Florida corporation (the "**Florida Corporation**") and BehaviorMe, Inc., a Delaware corporation (the "**Delaware Corporation**").

RECITALS

A. The board of directors of the Florida Corporation have deemed it advisable and in the best interests of the Florida Corporation and its shareholders to merge with and into the Delaware Corporation, with the Delaware Corporation being the surviving corporation, and the shareholders of the Florida Corporation have authorized and approved such actions and this Agreement in accordance with Section 607.1101 of the Florida Business Corporation Act (the "**Act**").

B. The board of directors of the Delaware Corporation have deemed it advisable and in the best interests of the Delaware Corporation to merge with the Florida Corporation, with the Delaware Corporation being the surviving corporation, and the stockholders of the Delaware Corporation have authorized and approved such actions and this Agreement in accordance with Section 252 of the Delaware General Corporation Law (the "**DGCL**").

AGREEMENT

NOW, THEREFORE, the Florida Corporation and the Delaware Corporation hereby agree that the Florida Corporation shall be merged with and into the Delaware Corporation, with the Delaware Corporation being the surviving corporation in accordance with Section 607.1106 of the Act and Section 252 of the DGCL, and that the terms and conditions of such merger and the mode of carrying it into effect shall be as follows:

1. **Merger.** The Florida Corporation shall be merged with and into the Delaware Corporation, and the separate existence of the Florida Corporation shall cease, at the Effective Time of the merger (as defined below), except insofar as it may be continued by law in order to carry out the purposes of this Agreement. The Delaware Corporation shall be the surviving corporation (the "**Surviving Corporation**").

2. **Filings; Effective Time.** Promptly following execution hereof, articles of merger substantially in the form attached hereto as Exhibit A (the "**Florida Articles of Merger**") shall be signed on behalf of the Florida Corporation and the Delaware Corporation and filed with the Florida Secretary of State and a certificate of merger substantially in the form attached hereto as Exhibit B (the "**Delaware Certificate of Merger**") shall be signed by an authorized officer of the Delaware Corporation and filed with the Delaware Secretary of State. The merger shall become effective upon the later of (i) the filing of the Florida Articles of Merger with the Florida Secretary of State and (ii) the filing of the Delaware Certificate of Merger with the Delaware Secretary of State (such time, the "**Effective Time**").

3. **Name of Surviving Corporation; Certificate of Incorporation; Bylaws; Management.**

3.1. Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Time shall be BehaviorMe, Inc.

3.2. Certificate of Incorporation. The Articles of Incorporation of the Delaware Corporation in effect immediately before the Effective Time, shall from and after the Effective Time be and continue to be the Certificate of Incorporation of the Surviving Corporation until amended as provided for therein.

3.3. Bylaws. The Bylaws of the Delaware Corporation, as in effect immediately before the Effective Time, shall from and after the Effective Time be and continue to be the Bylaws of the Surviving Corporation until amended as provided for therein.

3.4. Management. The officers and directors of the Delaware Corporation immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation until their resignation, removal or until their successors are duly elected and qualified.

4. **Rights and Liabilities of Surviving Corporation.** At and after the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of the Florida Corporation. All and singular, rights, privileges, powers and franchises of the Florida Corporation, and all property, whether real, personal or mixed, and all debts due on whatever account, as well as all causes of action belonging to the Florida Corporation, shall be vested in the Surviving Corporation.

5. **Result of Merger on Securities.** At the Effective Time, by virtue of the merger described herein and without any action on the part of the Florida Corporation, the Surviving Corporation or any person, all of the authorized capital stock of the Florida Corporation (the "**Florida Corporation Stock**") outstanding immediately prior to the Effective Time shall be converted into and become three million nine hundred forty-nine thousand nine hundred ninety nine (3,949,999) shares (the "**Merger Shares**") of the common stock, par value \$0.0001 per share, of the Surviving Corporation, with the Merger Shares being allocated pro rata among the shareholders of the Florida Corporation in accordance with their respective ownership of the Florida Corporation Stock immediately prior to the Effective Time, which ownership and which pro rata allocations of the Merger Shares are as set forth on Exhibit C hereto.

6. **Restricted Stock.** The Merger shares shall be issued pursuant to Founder Stock Agreements substantially in the form attached hereto as Exhibit D.

7. **Miscellaneous.**

7.1. For the convenience of the parties hereto any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

7.2. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7.3. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

(Signature Page Follows)

This Agreement has been executed as of the date first written above, and each undersigned signatory acknowledges that his or her execution of this Agreement is the act and deed of the applicable party and that the facts set forth herein are true and correct.

BEHAVIORME, INC.

a Florida corporation

By: 

Name: Andy Chavez

Title: CEO

BEHAVIORME, INC.

a Delaware corporation

By: 

Name: Andy Chavez

Title: President & CEO

Exhibit A

Florida Articles of Merger

[see attached]

STATE OF FLORIDA

ARTICLES OF MERGER

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned companies have executed the following Articles of Merger.

1. The name and jurisdiction of the surviving corporation are BehaviorMe, Inc. a Delaware corporation.

2. The name and jurisdiction of the merging corporation are BehaviorMe, Inc. a Florida corporation.

3. The Plan of Merger is attached hereto as **Annex A**.

4. The merger is to become effective upon the date the Articles of Merger are filed with the Florida Department of State.

5. The Plan of Merger was approved, adopted, certified and acknowledged by written consent of the shareholders of the constituent companies and executed in accordance with the Act.

6. IN WITNESS WHEREOF, BehaviorMe, Inc. a Florida corporation and BehaviorMe Delaware corporation have caused this certificate to be signed by an authorized officer on this February __, 2018

BEHAVIORME, INC.
A Florida corporation

By: _____
Andy Chavez, CEO

BEHAVIORME, INC.
A Delaware corporation

By: _____
Andy Chavez, President & CEO

Exhibit B

Delaware Certificate of Merger

[see attached]

STATE OF DELAWARE
CERTIFICATE OF MERGER

Pursuant to Section 251 of the Delaware General Corporation Law (the "DGCL"), the undersigned corporations have executed the following Certificate of Merger.

1. The name of each constituent corporation is BehaviorMe, Inc., a Florida corporation, and BehaviorMe, Inc., a Delaware corporation.

2. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance of Section 264(c) of the DGCL.

3. The name of the surviving corporation is BehaviorMe, Inc., a Delaware corporation (the "**Surviving Corporation**").

4. The Certificate of Incorporation of BehaviorMe, Inc., a Delaware corporation, attached hereto as **Annex A**, shall be the Certificate of Incorporation of the Surviving Corporation.

5. The merger is to become effective upon the effective date of filing with Delaware Secretary of State.

6. The Agreement and Plan of Merger is on file at the place of business of the Surviving Corporation at 978 SW 2nd Avenue, Suite 108A, Gainesville, FL 32601.

7. A copy of the Agreement of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by an authorized officer on this February __, 2018

BEHAVIORME, INC.
A Florida Corporation

By: _____
Andy Chavez, CEO

BEHAVIORME, INC.
A Delaware Corporation

By: _____
Andy Chavez, President & CEO

Exhibit C

Merger Shares

<u>Name</u>	<u>Shares in Florida Corporation (#)</u>	<u>Allocation of Merger Shares (#)</u>
Chris Medina	978.9	1,288.855
Andy Chavez	1,038.9	1,367,884
Andrea Villegas	468.6	676.240
Ana Escalante	513.6	616.990

Exhibit D

Founder Restricted Stock Purchase Agreement

[see attached]

BEHAVIORME, INC.

FOUNDER RESTRICTED STOCK AGREEMENT

THIS FOUNDER RESTRICTED STOCK AGREEMENT (this "Agreement") is made and entered into as of this ____ day of February 2018 (the "Effective Date") by and between **BehaviorMe, Inc.**, a Colorado corporation (the "Company"), and _____ ("Founder").

AGREEMENT

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I
PURCHASE OF SHARES

Section 1.1 Purchase. Founder hereby purchases _____ (_____) shares of Common Stock (the "Purchased Shares") at a purchase price of \$0.0001 per share (the "Purchase Price"), or \$_____ in the aggregate. As additional consideration for the Company's agreement to sell the Purchased Shares, Founder hereby transfers and assigns to the Company any and all right, title and interest Founder has to any Intellectual Property (as defined below) related to the Company's business, as currently conducted and as contemplated to be conducted, and any business, commercial and partnership opportunities related thereto and other rights in to the business of the Company as conducted and proposed to be conducted. For purposes hereof, "Intellectual Property" means: (i) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings, know-how, show-how, trade names, domain names, web addresses and websites, and all rights therein and thereto, (iv) any other intellectual property rights, whether or not registrable, and (v) licenses in or to any of the foregoing. Further, Founder agrees to take all actions reasonably requested by the Company to assist the Company in effecting the foregoing transfer and in establishing, perfecting, defending, enforcing and protecting the Company's rights in any of the above transferred items, including assisting in the prosecution of any patent applications included in or based upon the Intellectual Property.

Section 1.2 Payment. The contribution by Founder of Founder's shares of the capital stock in BehaviorMe, Inc., a Florida corporation (the "Florida Corporation") pursuant to that certain Agreement and Plan of Merger, by and between the Florida Corporation and the Company, constitutes full payment of the Purchase Price of the Purchased Shares. Founder shall deliver a duly-executed blank Assignment Separate from Certificate (in the form attached hereto as Exhibit A) with respect to the Purchased Shares.

Section 1.3 Shareholder Rights. Until such time as the Company exercises the Repurchase Right (as defined below) or the First Refusal Right (as defined below), Founder (or

any successor in interest) shall have all shareholder rights (including voting, dividend and liquidation rights) with respect to the Purchased Shares, subject, however, to the transfer restrictions of Articles II and III, the Bylaws of the Company and the Certificate of Incorporation.

Section 1.4 Defined Terms. While the Purchased Shares are not granted pursuant to the Company's 2018 Equity Plan (the "Plan"), capitalized terms not otherwise defined herein shall be as defined in the Plan.

ARTICLE II SECURITIES LAW COMPLIANCE

Section 2.1 Restricted Securities. The Purchased Shares have not been registered under the Securities Act and are being issued to Founder in reliance upon the exemption from such registration provided by SEC Rule 701 for stock issuances under compensatory benefit plans. Founder hereby confirms that Founder has been informed that the Purchased Shares are restricted securities under the Securities Act and may not be resold or transferred unless the Purchased Shares are first registered under the Federal securities laws or unless an exemption from such registration is available. Accordingly, Founder hereby acknowledges that Founder is acquiring the Purchased Shares for investment purposes only and not with a view to resale and is prepared to hold the Purchased Shares for an indefinite period and that Founder is aware that SEC Rule 144 issued under the Securities Act which exempts certain resales of unrestricted securities is not presently available to exempt the resale of the Purchased Shares from the registration requirements of the Securities Act.

Section 2.2 Disposition of Purchased Shares. Founder shall make no disposition of the vested Purchased Shares (other than a Permitted Transfer) unless and until there is compliance with all of the following requirements:

(a) Founder shall have provided the Company with a written summary of the terms and conditions of the proposed disposition.

(b) Founder shall have complied with all requirements of this Agreement applicable to the disposition of the Purchased Shares.

(c) Founder shall have provided the Company with written assurances, in form and substance satisfactory to the Company, that (i) the proposed disposition does not require registration of the Purchased Shares under the Securities Act and (ii) all appropriate action necessary for compliance with the registration requirements of the Securities Act or any exemption from registration available under the Securities Act (including Rule 144) has been taken.

The Company shall not be required (A) to transfer on its books any Purchased Shares which have been sold or transferred in violation of the provisions of this Agreement or (B) to treat as the owner of the Purchased Shares, or otherwise to accord voting, dividend or liquidation rights to, any transferee to whom the Purchased Shares have been transferred in

contravention of this Agreement.

For purposes of this Agreement "**Permitted Transfer**" shall mean (i) a gratuitous transfer of the Purchased Shares, provided and only if Founder obtains the Company's prior written consent to such transfer, or (ii) a transfer of title to the Purchased Shares effected pursuant to Founder's will or the laws of inheritance following Founder's death.

Section 2.3 Restrictive Legends. The stock certificate(s) for the Purchased Shares shall be endorsed with one or more of the following restrictive legends:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE COMPANY AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE BYLAWS OF THE COMPANY."

ARTICLE III TRANSFER RESTRICTIONS

Section 3.1 Restriction on Transfer. Founder shall not transfer, assign, encumber or otherwise dispose of any of the Purchased Shares which are subject to the Repurchase Right. In addition, Purchased Shares which are released from the Repurchase Right shall not be transferred, assigned, encumbered or otherwise disposed of in contravention of the First Refusal Right or the Market Stand-Off.

Section 3.2 Transferee Obligations. Each person (other than the Company) to whom the Purchased Shares are transferred by means of a Permitted Transfer must, as a condition precedent to the validity of such transfer, acknowledge in writing to the Company that such person is bound by the provisions of this Agreement and that the transferred shares are subject to (a) the First Refusal Right and (b) the Market Stand-Off, to the same extent such shares would be so subject if retained by Founder.

Section 3.3 Market Stand-Off.

(a) In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, Founder and all subsequent holders of the Purchased Shares who derive their chain of ownership through a Permitted Transfer from Founder (collectively, "**Owner**") shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, enter into any hedging or similar transaction with the same economic effect, or otherwise dispose or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to, any Purchased Shares without the prior written consent of the Company or its underwriters. Such restriction (the "**Market Stand-Off**") shall be in effect for such period of time from and after the effective date of the final prospectus for the offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed 180 days (or such longer period, not to exceed 19 days after expiration of the 180 day period, as the Company or the underwriters shall request in order to

facilitate compliance with FINRA Rule 2711), and the Market Stand-Off shall in no event be applicable to any underwritten public offering effected more than two (2) years after the effective date of the Company's initial public offering.

(b) Any new, substituted or additional securities which are by reason of any stock split, stock dividend, recapitalization, combination of shares, or exchange of shares (or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration) distributed with respect to the Purchased Shares shall be immediately subject to the Market Stand-Off, to the same extent the Purchased Shares are at such time covered by such provisions.

(c) In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Purchased Shares until the end of the applicable stand-off period.

Section 3.4 Drag-Along Rights. Notwithstanding anything to the contrary contained herein, if the Board of Directors of the Company and Shareholders holding at least 66 2/3 % of the Company's voting equity securities approve a transaction which will result in a change of control of the Company (an "**Approved Sale**"), the Owner shall consent to and shall not raise any objection to such Approved Sale (including refraining from exercising any dissenting Shareholders' rights or rights of appraisal) and shall take all necessary and desirable actions in Owner's capacity as a Shareholder in connection with the consummation of such Approved Sale. If the Approved Sale is structured as a sale of stock, the Owner shall agree to sell its pro rata amount of stock and rights to acquire stock which are subject to such Approved Sale on the terms and conditions approved by the holders of 66 2/3 % of the Company's voting equity securities. The obligations of the Owner with respect to any Approved Sale are subject to the condition that, upon the consummation of such Approved Sale, all of the holders of Common Stock will receive the same form and amount of consideration per share of such Common Stock, or if any holders are given an option as to the form and amount of consideration to be received, all holders will be given the same option, on a pro rata basis in proportion to the number of shares of Common Stock then issued and outstanding and held by each.

ARTICLE IV REPURCHASE RIGHT

Section 4.1 Grant. The Company is hereby granted the right (the "**Repurchase Right**"), exercisable at any time during the sixty (60) day period following the date Founder incurs a Termination of Employment for any reason, to repurchase at the *lower* of (i) the Purchase Price or (ii) the Fair Market Value per share of Common Stock on the date of Founder's Termination of Employment for any reason (the amount determined pursuant to clause (i) or (ii), as applicable, being referred to herein as the "**Repurchase Price**") any or all of the Purchased Shares in which Founder is not, at the time of his or her Termination of Employment for any reason, vested in accordance with the provisions of the Vesting Schedule set forth in Section 4.3 or the special vesting acceleration provisions of Section 4.5 (such shares to be hereinafter referred to as the "**Unvested Shares**").

Section 4.2 Exercise of the Repurchase Right. The Repurchase Right shall be exercisable by written notice delivered to the Founder holding the Unvested Shares prior to the expiration of the sixty (60) day exercise period. The notice shall indicate the number of Unvested Shares to be repurchased, the Repurchase Price to be paid per share and the date on which the repurchase is to be effected, such date to be not more than thirty (30) days after the date of such notice. The certificates representing the Unvested Shares to be repurchased shall be delivered to the Company on the closing date specified for the repurchase. Concurrently with the receipt of such stock certificates, the Company shall pay to Founder, in cash or cash equivalents (including the cancellation of any purchase-money indebtedness), an amount equal to the Repurchase Price for the Unvested Shares which are to be repurchased from Founder.

Section 4.3 Termination of the Repurchase Right. The Repurchase Right shall terminate with respect to any Unvested Shares for which it is not timely exercised under Section 4.2. In addition, the Repurchase Right shall terminate and cease to be exercisable with respect to any and all Purchased Shares in which Founder vests in accordance with the following schedule (the "**Vesting Schedule**");

(a) Founder shall be vested in 25% of the Purchased Shares on September 1, 2018 (the "**Initial Vesting Date**").

(b) Founder shall vest in the remaining Purchased Shares, and the Repurchase Right shall concurrently lapse with respect to those Purchased Shares, in a series of equal monthly installments upon Founder's completion of each additional month of service to the Company over the following thirty-six (36) month period measured from the Initial vesting Date.

All Purchased Shares as to which the Repurchase Right lapses shall, however, remain subject to (i) the First Refusal Right and (ii) the Market Stand-Off.

Section 4.4 Recapitalization. Any new, substituted or additional securities which are by reason of any stock split, stock dividend, recapitalization, combination of shares, or exchange of shares (or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration) distributed with respect to the Purchased Shares shall be immediately subject to the Repurchase Right and any escrow requirements hereunder, but only to the extent the Purchased Shares are at the time covered by such right or escrow requirements. Appropriate adjustments to reflect such distribution shall be made to the number and/or class of Purchased Shares subject to this Agreement and to the Repurchase Price per share to be paid upon the exercise of the Repurchase Right in order to reflect the effect of any such event upon the Company's capital structure; *provided, however*, that the aggregate Repurchase Price shall remain the same.

Section 4.5 Change in Control. All the Purchased Shares shall vest in full immediately prior to the consummation of any Change in Control if the Founder is terminated upon such Change in Control. If Company (or a successor) continues Founder's employment and agrees to continue or assume this Agreement, or to substitute an equivalent award or right for this Agreement, then the Founder's Unvested Shares shall continue to vest as provided herein (or the equivalent award). If Founder is terminated without Cause by the Company (or a

successor, if appropriate) or resigns for Good Reason in connection with or following the consummation of a Change of Control, then the vesting of the Unvested Shares shall accelerate such that the Repurchase Right in Section 4.1 shall lapse as to 50% of the Unvested Shares. The lapse of repurchase rights provided for in the previous sentence shall occur immediately prior to the date of Termination of Employment. In the case of a Change of Control where the Company (or a successor, if appropriate) does not agree to assume this Agreement, or to substitute an equivalent award or right for this Agreement, and Founder continues his employment with the Company or transfers his employment to a successor in connection with such Change in Control, then Repurchase Right in Section 4.1 shall lapse as to 50% of the Unvested Shares.

ARTICLE V RIGHT OF FIRST REFUSAL

Section 5.1 Grant. The Company is hereby granted the right of first refusal (the "**First Refusal Right**"), exercisable in connection with any proposed transfer of the Purchased Shares in which Founder has vested in accordance with the provisions of Article IV. For purposes of this Article V, the term "transfer" shall include any sale, assignment, pledge, encumbrance or other disposition of the Purchased Shares intended to be made by Founder, but shall not include any Permitted Transfer.

Section 5.2 Notice of Intended Disposition. In the event any owner of Purchased Shares in which Founder has vested desires to accept a bona fide third-party offer for the transfer of any or all of such shares (the Purchased Shares subject to such offer to be hereinafter referred to as the "**Target Shares**"), the owner shall promptly (i) deliver to the Company written notice (the "**Disposition Notice**") of the terms of the offer, including the purchase price and the identity of the third-party offeror, and (ii) provide satisfactory proof that the disposition of the Target Shares to such third-party offeror would not be in contravention of the provisions set forth in Articles II and III.

Section 5.3 Exercise of the First Refusal Right. The Company shall, for a period of thirty (30) days following receipt of the Disposition Notice, have the right to repurchase any or all of the Target Shares subject to the Disposition Notice upon the same terms as those specified therein or upon such other terms (not materially different from those specified in the Disposition Notice) to which Owner consents. Such right shall be exercisable by delivery of written notice (the "**Exercise Notice**") to the owner of the Purchased Shares prior to the expiration of the thirty (30) day exercise period. If such right is exercised with respect to all the Target Shares, then the Company shall effect the repurchase of such shares, including payment of the purchase price, not more than five (5) business days after delivery of the Exercise Notice; and at such time the certificates representing the Target Shares shall be delivered to the Company.

Should the purchase price specified in the Disposition Notice be payable in property other than cash or evidences of indebtedness, the Company shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If the owner of the Purchased Shares and the Company cannot agree on such cash value within ten (10) days after the Company's receipt of the Disposition Notice, the valuation shall be made by an appraiser of recognized standing selected by the owner and the Company or, if they cannot agree

on an appraiser within twenty (20) days after the Company's receipt of the Disposition Notice, each shall select an appraiser of recognized standing and the two (2) appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by owner and the Company. The closing shall then be held on the later of (i) the fifth (5th) business day following delivery of the Exercise Notice or (ii) the fifth (5th) business day after such valuation shall have been made.

Section 5.4 Non-Exercise of the First Refusal Right. In the event the Exercise Notice is not given to the owner of the Purchased Shares prior to the expiration of the thirty (30) day exercise period, the owner of the Purchased Shares shall have a period of sixty (60) days thereafter in which to sell or otherwise dispose of the Target Shares to the third-party offeror identified in the Disposition Notice upon terms (including the purchase price) no more favorable to such third-party offeror than those specified in the Disposition Notice; *provided, however*, that any such sale or disposition must not be effected in contravention of the provisions of Articles II and III. The third-party offeror shall acquire the Target Shares subject to the First Refusal Right and the provisions and restrictions of Article II and Section 3.3, and any subsequent disposition of the acquired shares must be effected Article II in compliance with the terms and conditions of such First Refusal Right and the provisions and restrictions of Article II and Section 3.3. In the event the owner does not effect such sale or disposition of the Target Shares within the specified sixty (60) day period, the First Refusal Right shall continue to be applicable to any subsequent disposition of the Target Shares by the owner until such right lapses.

Section 5.5 Partial Exercise of the First Refusal Right. In the event the Company makes a timely exercise of the First Refusal Right with respect to a portion, but not all, of the Target Shares specified in the Disposition Notice, the owners of the Purchased Shares shall have the option, exercisable by written notice to the Company delivered within five (5) business days after Owner's receipt of the Exercise Notice, to effect the sale of the Target Shares pursuant to either of the following alternatives:

(a) sale or other disposition of all the Target Shares to the third-party offeror identified in the Disposition Notice, but in full compliance with the requirements of Section 5.4, as if the Company did not exercise the First Refusal Right; or

(b) sale to the Company of the portion of the Target Shares which the Company has elected to purchase, such sale to be effected in substantial conformity with the provisions of Section 5.3. The First Refusal Right shall continue to be applicable to any subsequent disposition of the remaining Target Shares until such right lapses.

Owner's failure to deliver timely notification to the Company shall be deemed to be an election by Owner to sell the Target Shares pursuant to alternative (a) above.

Section 5.6 Recapitalization. Any new, substituted or additional securities which are by reason of any stock split, stock dividend, recapitalization, combination of shares, or exchange of shares (or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration) distributed with respect to the Purchased Shares shall be immediately subject to the First Refusal Right, but only to the extent the Purchased Shares are at

the time covered by such right.

Section 5.7 Lapse. The First Refusal Right shall lapse upon a firm commitment underwritten public offering, pursuant to an effective registration statement under the Securities Act, covering the offer and sale of the Common Stock in the aggregate amount of at least \$20 million. However, the Market Stand-Off shall continue to remain in full force and effect following the lapse of the First Refusal Right.

ARTICLE VI SPECIAL TAX ELECTION

Section 6.1 Section 83(b) Election. Under the current provisions of Code Section 83, the excess of the Fair Market Value of the Purchased Shares on the date any forfeiture restrictions applicable to such shares lapse over the Purchase Price paid for those shares will be reportable as ordinary income on the lapse date. For this purpose, the term "forfeiture restrictions" includes the right of the Company to repurchase the Purchased Shares pursuant to the Repurchase Right. Founder may elect under Code Section 83(b) to be taxed at the time the Purchased Shares are acquired, rather than when and as such Purchased Shares cease to be subject to such forfeiture restrictions. Such election must be filed with the Internal Revenue Service within thirty (30) days after the date of this Agreement. Even if the Fair Market Value of the Purchased Shares on the date of this Agreement equals the Purchase Price paid (and thus no tax is payable), the election must be made to avoid adverse tax consequences in the future.

THE FORM FOR MAKING THIS ELECTION IS ATTACHED AS EXHIBIT B HERETO. FOUNDER UNDERSTANDS THAT FAILURE TO MAKE THIS FILING WITHIN THE APPLICABLE THIRTY (30) DAY PERIOD WILL RESULT IN THE RECOGNITION OF ORDINARY INCOME AS THE FORFEITURE RESTRICTIONS LAPSE.

Section 6.2 Filing Responsibility. **FOUNDER ACKNOWLEDGES THAT IT IS FOUNDER'S SOLE RESPONSIBILITY, AND NOT THE COMPANY'S, TO FILE A TIMELY ELECTION UNDER CODE SECTION 83(b), EVEN IF FOUNDER REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON HIS OR HER BEHALF.**

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Assignment. The Company may assign the Repurchase Right and/or the First Refusal Right to any person or entity selected by the Board, including one or more shareholders of the Company.

Section 7.2 At Will Employment. Nothing in this Agreement shall confer upon Founder any right to continue in service to the Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any parent or subsidiary employing or retaining Founder) or of Founder, which rights are hereby expressly

reserved by each, to terminate Founder's service to the Company at any time for any reason, with or without cause.

Section 7.3 Notices. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, registered or certified, postage prepaid and properly addressed to the party entitled to such notice at the address indicated below such party's signature line on this Agreement or at such other address as such party may designate by ten (10) days advance written notice under this paragraph to all other parties to this Agreement.

Section 7.4 No Waiver. The failure of the Company in any instance to exercise the Repurchase Right or the First Refusal Right shall not constitute a waiver of any other repurchase rights and/or rights of first refusal that may subsequently arise under the provisions of this Agreement or any other agreement between the Company and Founder. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

Section 7.5 Cancellation of Shares. If the Company shall make available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Purchased Shares to be repurchased in accordance with the provisions of this Agreement, then from and after such time, the person from whom such shares are to be repurchased shall no longer have any rights as a holder of such shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such shares shall be deemed purchased in accordance with the applicable provisions hereof, and the Company shall be deemed the owner and holder of such shares, whether or not the certificates therefor have been delivered as required by this Agreement.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles. Founder and the Company consent to jurisdiction of the courts of the State of Colorado and/or the federal district courts, District of Colorado, for the purpose of resolving all issues of law, equity, or fact, arising out of or in connection with this Agreement. Any action involving claims of a breach of this Agreement shall be brought in such courts. Each party consents to personal jurisdiction over such party in the state and/or federal courts of Colorado and hereby waives any defense of lack of personal jurisdiction. Venue, for the purpose of all such suits in the courts of the State of Colorado, shall be in the County of Denver, Colorado.

Section 8.2 Founder Undertaking. Founder hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either Founder or the Purchased Shares pursuant to the provisions of this Agreement.

Section 8.3 Agreement is Entire Contract. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof.

Section 8.4 Counterparts. This Agreement may be executed and delivered (including by PDF, fax or other means of electronic transmission) in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Section 8.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon Founder, Founder's assigns and the legal representatives, heirs and legatees of Founder's estate, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof.

[The remainder of this page is intentionally left blank.]

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

COMPANY:

BEHAVIORME, INC.

By: _____
Name: Andy Chavez
Title: President and CEO

FOUNDER:

Signature: _____

Address: _____

SPOUSAL ACKNOWLEDGMENT

The undersigned spouse of Founder has read and hereby approves the foregoing Founder Restricted Stock Agreement. In consideration of the Company's granting Founder the right to acquire the Purchased Shares in accordance with the terms of such Agreement, the undersigned hereby agrees to be irrevocably bound by all the terms of such Agreement, including (without limitation) the right of the Company (or its assigns) to purchase any Purchased Shares in which Founder is not vested at the time of his or her Termination of Employment.

FOUNDER'S SPOUSE

Address: _____

EXHIBIT A

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED _____ hereby sell(s), assign(s) and transfer(s) unto BehaviorMe, Inc. (the "**Company**"). _____ (_____) shares of the Common Stock of the Company standing in his or her name on the books of the Company represented by Certificate No. _____ herewith and do(es) hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

Dated: _____

Signature _____

Instruction: Please do not fill in any blanks other than the signature line. Please sign exactly as you would like your name to appear on the issued stock certificate. The purpose of this assignment is to enable the Company to exercise the Repurchase Right without requiring additional signatures on the part of Founder.

EXHIBIT B

SECTION 83(b) TAX ELECTION

[See attached.]