

P16000078523

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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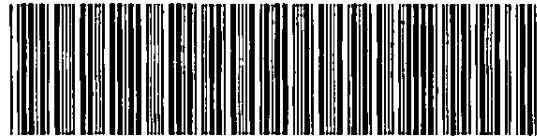
(Business Entity Name)

(Document Number)

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JUL 26 2017

S. YOUNG

FILED
17 JUL 21 11:07
JUL 21 2017

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Hyper Networks, Inc

DOCUMENT NUMBER: P16000078523

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Patrick Chung

Name of Contact Person

Hyper Networks, Inc

Firm/ Company

616 E Westinghouse Blvd Ste 102

Address

Charlotte, NC 28273

City/ State and Zip Code

pc@hypernetworksinc.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Patrick Chung

at (704)

635-3417

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☒ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

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

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Hyper Networks, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P16000078523

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

616 E Westinghouse Blvd

Ste 102

Charlotte, NC 28273

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

2120 Crowne Centre Drive

Ste 300

Charlotte, NC 28227

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

(Florida street address)

New Registered Office Address:

_____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C Chairman or Clerk; CFO Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe

☒ Remove V Mike Jones

☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ☐ Change	<u>P</u>	<u>Joseph Barba</u>	<u>21 Decker Lane</u>
☐ Add			<u>Boonton TWP, NJ</u>
☒ Remove			<u>07005</u>
2) ☐ Change	<u>V</u>	<u>AJ DiGiovanni</u>	<u>211 Seymour Road</u>
☐ Add			<u>Hackettstown, NJ</u>
☒ Remove			<u>07840</u>
3) ☐ Change	<u>ST</u>	<u>Peter Barba</u>	<u>10481 SE Banyan Way</u>
☐ Add			<u>Tequesta, FL</u>
☒ Remove			<u>33469</u>
4) ☐ Change	<u>PV</u>	<u>Patrick Anthony Chung</u>	<u>105 Budleigh Street</u>
☒ Add			<u>Manteo, NC</u>
☐ Remove			<u>27954</u>
5) ☐ Change	<u>ST</u>	<u>Kali Rae Parks</u>	<u>11850 Broadwater Lane</u>
☒ Add			<u>Charlotte, NC</u>
☐ Remove			<u>28273</u>
6) ☐ Change			
☐ Add			
☐ Remove			

(Attach additional sheets, if necessary). (Be specific)

Patrick Chung purchased 100% of all shares of Hyper Networks, Inc. from Peter Barba on July 1, 2017.

The Stock Purchase and Separation Agreement is included in the documentation attached with this form submission.

The date of each amendment(s) adoption: 07/01/2017, if other than the date this document was signed.

Effective date if applicable: 07/01/2017
(no more than 90 days after amendment file date)

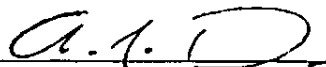
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):
- "The number of votes cast for the amendment(s) was/were sufficient for approval
- by _____."
- (voting group)
- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 07-18-2017

Signature



(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

AJ Digiovanni

(Typed or printed name of person signing)

Vice President

(Title of person signing)

STOCK PURCHASE AND SEPARATION AGREEMENT

1st This Stock Purchase and Separation Agreement (this "Agreement") is entered into on this day of July, 2017 (the "Effective Date"), by and among Hyper Networks, Inc., a Florida corporation (the "Corporation"); Peter A. Barba ("Seller") and Patrick Chung ("Buyer") (the Corporation, Seller and Buyer collectively the "Parties," and each individually, a "Party").

Background

A. The Corporation is a Florida Profit Corporation validly formed, duly existing and currently in good standing under the laws of the State of Florida.

B. The Corporation is also registered as a foreign corporation in the State of North Carolina duly existing and currently in good standing under the laws of the State of North Carolina.

C. The Corporation conducts electrical contracting and fiber installation work in the States of Florida and North Carolina from its principal office located at 10481 S.E. Banyan Way, Tequesta, Florida.

D. As of the Effective Date: the Seller is the sole shareholder of the Corporation owning one hundred percent (100%) of the outstanding shares of the Corporation ("Shares"); Seller is the sole board member of the Corporation's board of directors (the "Board"); Seller also serves as the Treasurer and Secretary of the of the Corporation.

E. Pursuant to the terms herein, the Parties are entering into this Agreement to provide, among other things, for (a) the sale by Seller to Buyer of all Shares held by Seller; (b) the resignation of Seller as a director, officer and employee of the Corporation; and (c) the transition of Seller's duties in the Corporation to Buyer.

NOW, THEREFORE, in consideration of the foregoing recitals and the respective representations, warranties, covenants and agreements contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. **Sale and Purchase of Shares.** On the Effective Date, Seller shall sell, assign, transfer and convey to Buyer all Shares owned or held by Seller (the "Seller Shares"), free and clear of liens, security interests, charges, pledges, adverse claims and encumbrances of any kind (collectively, "Liens"), and Buyer shall purchase and accept the Seller Shares, on the following terms and conditions:

1.1 **Assignment.** On the Effective Date, Seller shall deliver to Buyer all certificates evidencing the Seller Shares, together with an Assignment Separate from Certificate in the form set forth on Exhibit A attached hereto (the "Assignment") duly endorsed by Seller in blank for transfer to Buyer of all Seller Shares effective as of the close of business on the

Effective Date. As a result of the sale and purchase of the Seller Shares pursuant to this Section 1, as of the close of business on the Effective Date, Seller shall cease to be a shareholder of the Corporation, and Buyer shall become the sole shareholder of the Corporation.

1.2 Payment of Purchase Price. As the full consideration for all Seller Shares, Buyer shall pay Seller a purchase price of One Hundred Thousand Dollars (\$100,000.00) which will be paid in the following manner:

- a) The purchase price will be paid by Buyer to Seller in unequal installments over a one (1) year period commencing on the Closing Date;
- b) Over the one (1) year period, Buyer shall pay to Seller five percent (5%) of each payment received by Alphabet Inc. (or its subsidiaries) until the Purchase Price is paid in full;
- c) If any amount remains due and owing on the date that is one (1) year from the Closing Date, Buyer shall pay the remaining balance in full at that time; and
- d) The Purchase Price shall not accrue interest and shall not be subject to any guarantees or prepayment penalties.

2. Party's Separate Responsibility for Own Taxes. With respect to applicable taxing authorities, each Party shall continue to be responsible for and shall be obligated to pay all taxes due and payable by him or it.

3. Termination of Employment.

3.1 Resignation. On the Effective Date, Seller hereby resigns as a director serving on the Board, as Treasurer and Secretary and from any or all other positions held by him with the Corporation.

3.2 No Further Compensation. Seller acknowledges that, as of the Effective Date, Seller is not entitled to any payment or consideration whatsoever (whether salary, bonus, accrued vacation or sick time, benefits, reimbursements or other emoluments of any kind) from the Corporation or Buyer for any services rendered on or before the Effective Date.

3.3 Corporation's Property. Before the Effective Date, Seller hereby agrees to return to the Corporation all property of the Corporation that was in Seller's possession or control, including but not limited to any corporate credit cards.

3.4 Mail, Messages, Etc. In the event Seller receives any telephone call, facsimile or mail at the Corporation's address, the Corporation shall notify Seller of such call, facsimile or mail promptly.

4. Confidential Information.

4.1 Existing Confidentiality Obligations. Seller represents and warrants that he has not breached, and Seller covenants that he shall continue to comply with, all of his existing duties and obligations relating to "Confidential Information" (as defined below) (all such duties and obligations collectively, "Existing Confidentiality Obligations"), including fiduciary duties and duties of good faith. Nothing in this Agreement is intended to, or shall be construed to, supersede, terminate, release, discharge, waive, condition or limit any Existing Confidentiality Obligations. For purposes hereof, "Confidential Information" means (a) all non-public information concerning the management, business, operations, assets, liabilities, financial condition, affairs or prospects of the Corporation and (b) any proprietary compilation of information (such as customer lists, vendor lists, personnel lists and referral source lists), even if the individual items of information so compiled are publicly available; except, however, "Confidential Information" does not include any information or compilation that currently is available to the public other than as a result of a breach of any of the Existing Confidential Obligations, and any information or compilation that now is "Confidential Information" shall cease to be "Confidential Information" hereunder after it (i) becomes generally available to the public, other than as a result of a breach of this Agreement or the Existing Confidential Obligations or other act or omission directly or indirectly by Seller, or (ii) becomes available to Seller on a non-confidential basis from a source other than the Corporation, Buyer, Seller or any third party breaching a duty (contractual or otherwise) of confidentiality owed to the Corporation or Buyer.

4.2 Limitation on Disclosure and Use of Confidential Information. Seller may disclose Confidential Information to his attorneys, accountants and advisors (collectively, "Seller Advisors"), provided that, prior to any disclosure to a Seller Advisor, such Seller Advisor shall have been informed of the terms and restrictions of this Section 4 and Seller shall have obtained such Seller Advisor's agreement to comply fully with this Section 4 for the benefit of this Corporation and Buyer. In addition to any Existing Confidentiality Obligations (or future obligations), at all times Seller covenants that he and the Seller Advisors shall maintain in strict confidence, protect and safeguard the Confidential Information received, and, except as expressly provided in the preceding sentence, neither Seller nor any Seller Advisor shall, directly or indirectly: (a) disclose, reveal or make available any Confidential Information to anyone, other than to the Corporation's directors and officers or a person authorized by the Board to receive such information, and other than disclosure required by applicable law after compliance with Section 4.3; (b) assist or enable anyone to access or use any Confidential Information, other than the Corporation's directors and officers or a person authorized by the Board to receive such information; or (c) use any Confidential Information for any purpose whatsoever, other than enforcement of Seller's rights under this Agreement.

4.3 Legally Required Disclosure. In the event that Seller or a Seller Advisor is requested or required by applicable law (including by request for information or documents

through legal or administrative proceedings, subpoena or other similar process) to disclose any Confidential Information, Seller shall provide the Corporation with prompt written notice of any such request or requirement and afford the Corporation with a reasonable opportunity to seek a protective order or reliable assurances that confidential treatment will be accorded to such Confidential Information.

5. Mutual Non-Disparagement Covenants.

5.1 Seller's Non-Disparagement Covenant. Seller covenants that at no time shall he, directly or indirectly, publish, disseminate, transmit or make (whether orally, in writing or by any other means) any statement that is disparaging or derogatory regarding, or that otherwise would reflect negatively on any aspect of the reputation or image of, the Corporation or Buyer.

5.2 Corporation's and Buyer's Non-Disparagement Covenants. Each of the Corporation and Buyer covenants that at no time shall it or he, directly or indirectly, publish, disseminate, transmit or make (whether orally, in writing or by any other means) any statement that is disparaging or derogatory regarding, or that otherwise would reflect negatively on any aspect of the reputation or image of, Seller.

6. Seller's Non-Solicitation Covenant. For the three (3) year period beginning on the Effective Date, Seller covenants that he shall not, directly or indirectly, solicit any customer of the Corporation (collectively, "Customers") to purchase any type of produce or service offered or sold by the Corporation; provided, however, Seller shall not be considered in breach of Section 6 merely by soliciting a Customer either as part of a general solicitation that does not target any Customer(s) or without having knowledge or reason to believe that the person or entity being solicited is a Customer.

7. Work Product. Seller represents and warrants that all "Work Product" (as described below) created or developed by Seller was created or developed without infringement on or misappropriation or unauthorized use of any copyright, patent, trade secret or other proprietary right of any third party, and, to Seller's knowledge, any Work Product created or developed by anyone else was created or developed without infringement on or misappropriation or unauthorized use of any copyright, patent, trade secret or other proprietary right of any third party. Seller further represents and warrants that the Parties intended that all Work Product be created and developed as a work-made-for-hire for the Corporation, and, to the extent despite such intention Seller retains any rights, title or interest in or to any Work Product, Seller hereby assigns, transfers and conveys to the Corporation all such rights, title and interest, and as between Seller and the Corporation, all Work Product belongs to the Corporation. For purposes hereof, "Work Product" means any material, document or other work product of any kind (whether or not reduced to writing or a tangible medium of expression) created or developed by Seller, whether alone or jointly with others, during the course of his employment with the Corporation and relating in any way to the Corporation's business or affairs.

8. Representations and Warranties of Seller and Buyer. Each of Seller and Buyer for himself, hereby makes the following representations and warranties to and for the benefit of the other Parties as a material inducement to such other Parties to enter into this Agreement perform their respective obligations under this Agreement:

8.1 Recitals. All recitals set forth in the Background Section of Agreement are, to the best of such Party's knowledge, true and correct.

8.2 Capacity and Authority. Each Party has the full capacity, power authority to execute and deliver this Agreement and to perform fully all of his obligations under this Agreement.

8.3 Enforceability. This Agreement has been duly executed and delivered by such Party and constitutes the valid and legally binding obligation of such Party, enforceable in accordance with the terms hereof, except as (a) such enforcement may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws, now or hereafter in effect, relating to or limiting creditors' rights generally, and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

8.4 No Consent Needed. No consent, license, approval, consent, order, authorization, registration, declaration, filing or notice of any kind is required in connection with the execution, delivery and full performance of this Agreement by such Party.

8.5 Non-Contravention. Such Party's execution, delivery and full performance of this Agreement will not: (a) violate or conflict with any provision of the Corporation's articles of incorporation or bylaws, or any resolutions adopted by the Corporation's shareholders or the Board; (b) violate any provision of applicable law, or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give rise to a right to accelerate, terminate, modify or cancel, or require any notice under, any Contract to which such Party or the Corporation is a party or by which such Party, the Corporation, any Shares or any of the Corporation's assets is bound.

8.6 No Unrecorded Transaction. Such Party has neither engaged in nor has any knowledge of any transaction involving the Corporation that is not properly reflected in the Corporation's books or records, all of which have been made available to the other Parties.

8.7 No Misdeeds. Such Party has not caused the Corporation to violate any applicable law or the rights of any third party.

8.8 No Adverse Proceeding. No Proceeding is pending against such Party or, to such Party's knowledge, threatened that could reasonably be expected to adversely affect such Party's performance of this Agreement, and, to such Party's knowledge, there is no reasonable basis for such a Proceeding.

8.9 No Broker, Finder, Etc. Such Party has not engaged, retained or agreed to engage, retain or pay any broker, finder or similar agent or representative in connection with the transactions contemplated by this Agreement.

8.10 Representation by Counsel. In formulating the decision to enter into this Agreement, such Party has been represented by his own attorneys, accountants and other advisors and has entered into this Agreement of his own free will and volition and based on the advice of his own attorneys, accountants and other advisors.

9. Specific Representations and Warranties by Seller. Seller hereby makes the following representations and warranties to and for the benefit of Buyer and the Corporation as a material inducement to Buyer and the Corporation to enter into this Agreement and perform their respective obligations under this Agreement:

9.1 Sole Owner; Free and Clear. Seller is the sole record and beneficial owner of the Seller Shares, which represent one hundred percent (100%) of the outstanding Shares on the Effective Date (before giving effect to the transactions contemplated by Section 1). Seller now has, and Seller on the Effective Date shall convey to the Corporation, good and marketable title to the Seller Shares, free and clear of all Liens. The Seller shares have been duly issued for full, adequate and valuable consideration and constitute all of the outstanding shares in the Corporation.

9.2 No Unauthorized Actions. Seller has not taken any action for, on behalf of, or in the name of, the Corporation beyond the scope of his actual authority to act for the Corporation, and Seller has not represented himself as having authority to act for, on behalf of, or in the name of the Corporation beyond Seller's actual authority.

9.3 No Litigation. To the best of his knowledge, the Corporation is not (a) a party to any litigation, arbitration, action, legal proceeding or claim. The Seller is also not aware of any pending or threatened litigation, arbitration, action, legal proceeding or claim against the Corporation.

9.4 Authority. Seller possesses full power and authority to execute and deliver this Agreement, and to execute and deliver such further documents as are necessary and proper to effect the sale and purchase of the Seller Shares as contemplated by this Agreement. The execution, delivery and performance of this Agreement by Seller and each document, instrument and agreement executed and delivered in respect of the transactions contemplated hereby to which Seller is a party and the consummation of the transactions contemplated hereby

and thereby have been duly authorized by all necessary action on the part of Seller and constitute a legal, valid and binding obligation of Seller enforceable against it in accordance with its terms.

9.5 Third Party Consents. No consents, waivers, approvals or certificates of any third parties are necessary or required to (i) effect the sale and purchase of the Seller Shares as contemplated by this Agreement, or (ii) prevent a conflict with or a breach of any of the terms or conditions by the Corporation or Seller, or avoid a default under or the creation of any lien, security interest or other encumbrance under: (A) the formation documents of the Corporation, Articles of Incorporation of the Corporation, or (B) any judgment, order, decree, ruling, injunction, license, permit, law, rule or regulation of any court, governmental body or arbitrator in proceedings to which the Corporation or Seller is a party

10. Press Releases and Public Announcements. Seller shall not issue or permit to be issued any press release or public announcement, or during the Restriction Period make any announcement or statement to any Customer, relating to the subject matter of this Agreement (including Seller's sale of the Seller Shares, his resignation from all positions with the Corporation or his services relating to the transition of responsibilities to the Successor), without the prior written approval of the Corporation. The Parties acknowledge that this Section 10 shall not restrict Seller from advertising generally under his own name, subject to the requirements of Sections 4, 5 and 6.

11. Further Assurances. Each of the Parties shall take such further action (including the execution, acknowledgement and delivery of such further instruments and other documents) as to effectuate, evidence, record or confirm any of the provisions of this Agreement or any of the other Transaction Documents.

12. Remedies. The Parties acknowledge and agree that any breach or threatened breach of this Agreement by a Party would be likely to cause great harm to the other Parties for which they would be entitled to recover damages; however, irrespective of any recovery of damages, which may be difficult or impossible to calculate and inadequate to redress the harm, such other Parties shall be entitled to enforce the provisions of this Agreement in accordance with the terms hereof by obtaining immediate equitable relief, including specific performance and a temporary, preliminary and permanent injunction from any court of competent jurisdiction, and each Party hereby waives his or its right to assert that an adequate remedy at law exists.

13. Jurisdiction and Venue. For purposes of any dispute, controversy or claim relating to this Agreement or any of the other Transaction Documents (including seeking an equitable remedy), each Party hereby submits exclusively to the personal jurisdiction of the state and federal courts of the State of North Carolina, and each Party hereby waives his or its right to contest the jurisdiction or venue of any such court, whether on the grounds of inconvenience or otherwise. Each Party hereby waives his or its right to initiate any Proceeding of any kind relating in any way to this Agreement, the Assignment or any of the Transaction Documents outside of the state and federal courts of the State of North Carolina.

14. Waiver of Jury Trial. IRREVOCABLY AND UNCONDITIONALLY, EACH OF THE PARTIES HEREBY AGREES NOT TO ELECT A TRIAL BY JURY AND HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVES ALL RIGHTS HE OR IT MAY HAVE HAD, BUT FOR THIS AGREEMENT, TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER "PROCEEDING" ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE OTHER "TRANSACTION DOCUMENTS."

15. Attorneys' Fees and Transaction Costs. Each Party shall pay all fees and costs of his or its own attorneys, accountants and other advisors in connection with negotiating, entering into and performing this Agreement or any of the other Transaction Documents.

16. General Provisions.

16.1 Notices and Other Communications. Any notice, demand, request or other communication required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given and shall be effective if (a) mailed by first class registered or certified mail, return receipt requested, postage prepaid (and shall be deemed delivered three (3) business days after the date received for delivery by the United Commonwealths Postal Service, whether or not accepted by the addressee) or (b) sent by nationally recognized next-day delivery courier that guarantees delivery within twenty-four (24) hours, charges prepaid (and shall be deemed delivered one business day after delivery to said courier), addressed to a Party at its or his last known address on file with the Corporation. Each Party shall be responsible for giving the other Parties written notice of any change of its or his address.

16.2 Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all prior agreements and understandings, oral and written, between the Parties. There are no contemporaneous agreements or understandings between the Parties, except as set forth in this Agreement.

16.3 Amendments and Modification; Waivers. This Agreement may be amended or modified only by a written instrument duly executed by all Parties. A waiver of a Party's rights under this Agreement shall be effective only to the extent set forth in a written instrument executed by the waiving Party.

16.4 Severability. If any provision of this Agreement (including any sentence, clause or word), or the application thereof to any person, place or circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect, unaffected by such determination, and the invalid or unenforceable provision shall be modified (including by adjusting the scope and/or duration of any rights or restrictions) to the minimum extent necessary so that such provision becomes legal, valid and enforceable.

16.5 Governing Law. This Agreement, and all matters arising under or in connection with this Agreement, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of North Carolina applicable to agreements made and to be performed therein, without giving effect to any conflict of laws provision or rule.

16.6 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns. Parties specifically agree that the rights and remedies of the Corporation under this Agreement including the covenants made to the Corporation pursuant to Sections 4, 5 and 6, shall inure to the benefit of any surviving or resulting entity of a merger or consolidation involving the Corporation or may be assigned by the Corporation to any acquirer of all or a substantial per-of its business or assets, so that the term "Corporation" wherever used herein shall include such surviving or resulting entity or other acquirer.

16.7 Survival. All representations and warranties made herein by a Party shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby indefinitely, except where this Agreement expressly provides for a specific time period.

16.8 Construction. All references in this Agreement to a "Section" shall be to such section of this Agreement, unless otherwise specifically provided. The masculine for wherever used herein, shall be construed to include the feminine and the neuter, and vice versa, where appropriate. The singular form, wherever used herein (including terms defined in this Agreement), shall be construed to include the plural, and vice versa, where appropriate. The term "include" (and correlative terms, such as "includes" and "including") shall not be construed as a term of limitation in any context but shall be construed as if followed by the words "without limitation."

16.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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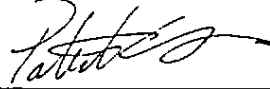
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER



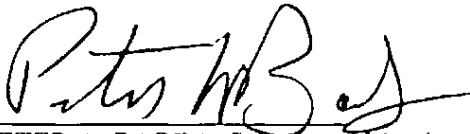
PETER A. BARBA, Individually and as Sole
Shareholder of Hyper Networks, Inc.

BUYER



PATRICK CHUNG, Individually

CORPORATION



PETER A. BARBA, Sole Board Member of
Hyper Networks, Inc.

PMB

Sworn to and subscribed before
me this 30th day of June, 2017.


Notary Public

Susan Casqueira Santos Da Silva
Notary Public
My Commission Expires 8/26/2020

EXHIBIT A

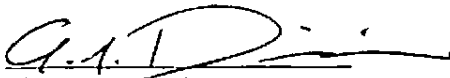
ASSIGNMENT OF STOCK

PMB M. X. Barba, the undersigned, hereby sell, assign and transfer to Patrick Chung all shares of the stock of Hyper Networks, Inc. (the "Corporation") standing in my name on the books of the Corporation, and hereby irrevocably constitute and appoint Patrick Chung my attorney-in-fact to transfer the stock on the books of the within named Corporation, with full power of substitution in the premises.

Dated:


PETER X. BARBA
PMB

In the presence of:


Signature of Witness

Sworn to and subscribed before
me this 30th day of June, 2017.


Notary Public

Joan Casqueira Santos Da Silva
Notary Public
My Commission Expires: 8/26/2020