P17000085571

(Requestor's Name)

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(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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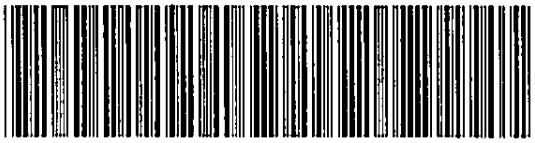

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17 OCT -4 AM 8:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

OCT 05 2017

R. WHITE

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724
850-508-1891 (cell)

Date: 10/4/17

ACCT. I20160000072

Name:	Caveonix, Inc
Document #:	
Order #:	10661750

Certified Copy of Arts & Amend:	☐			
Plain Copy:	☐			
Certificate of Good Standing:	☐			
Apostille/Notarial Certification:	☐		Country of Destination:	
			Number of Certs:	

Filing:

Certified:

Plain:

COGS:

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: $ 70

Thank you!

2017 OCT -4 PM 3:33

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Caveonix Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Daniel Hofherr
Contact Person

Dunlap Bennett & Ludwig PLLC
Firm/Company

8300 Boone Blvd., Ste 550
Address

Vienna, VA 22182
City/State and Zip Code

dhofherr@dbllawyers.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Daniel Hofherr At (703) 665-3543
Name of Contact Person — Area Code & Daytime Telephone Number

☐ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILED

ARTICLES OF MERGER

2017 OCT -4 AM 8:36

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Caveonix Inc.	Florida	P17000042557

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Eunomic Inc.	Delaware	N/A

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR _____/_____/_____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger 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.

Fifth: Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**

The Plan of Merger was adopted by the shareholders of the surviving corporation on September 26, 2017.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

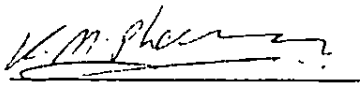
Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September 26, 2017.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Caveonix Inc.		Kaustubh Phaltankar, President and Director
Eunomic Inc.		John C. Nelson, CEO

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Caveonix Inc.		Kaustubh Phaltankar, President and Director
Eunomic Inc.	DocuSigned by: John Nelson 13E60051D3AA4AD...	John C. Nelson, CEO

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction
Caveonix Inc.	Florida

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction
Eunomic Inc.	Delaware

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger dated October 3 , 2017, the terms of which are hereby incorporated herein by reference.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as set forth in the attached Agreement and Plan of Merger dated October 3 , 2017, the terms of which are hereby incorporated herein by reference.

See Attached

CAVEONIX INC.- EUNOMIC INC.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), is entered into effective as of October 3, 2017, by and among Caveonix Inc., a Florida corporation ("Surviving Company"), Eunomic Inc., a Delaware corporation (the "Merging Company"), John C. Nelson, James Harris, Scott W. Slinker, Matthew Swartz and, Donald Codling, who are the holders of all of the issued and outstanding capital stock of the Merging Company (the "Shareholders"), and the holders of Convertible Notes issued by Merging Company (the "Convertible Note Holders") listed on the signature pages hereto.

WHEREAS, Surviving Company desires to acquire all of the assets and liabilities of the Merging Company by way of a statutory merger merging the Merging Company with and into the Surviving Company (the "Merger") pursuant to the terms and conditions set forth in this Agreement with the Surviving Company being the surviving corporation in the Merger; and

WHEREAS, the Merging Company and the Shareholders deem it advisable and in their best interests to effect the Merger contemplated by this Agreement.

In consideration of the mutual covenants contained herein, Surviving Company, Merging Company and the Shareholders hereby agree as follows:

ARTICLE 1

TERMS OF THE MERGER

1.1 **Merger**. At the Effective Time (as hereinafter defined), upon the terms and subject to the conditions of this Agreement, Merging Company shall merge with and into the Surviving Company in accordance with the Florida and Delaware law. At the Effective Time, the separate existence of Merging Company shall cease and the Surviving Company shall be the surviving corporation in the Merger. The parties shall execute Articles and/or a Certificate of Merger, substantially in the form attached hereto as Exhibit E ("Certificate of Merger") and such other documents necessary to comply in all respects with the requirements of Florida and Delaware law and with the provisions of this Agreement.

1.2 **Effective Time**. Subject to the terms and conditions of this Agreement, the Merger shall become effective at the time of the proper filing of the Certificate of Merger with the Delaware Secretary of State in accordance with the applicable provisions of the Delaware Law or at such later time as may be specified in the Certificate of Merger. The time when the Merger shall become effective is herein referred to as the "Effective Time," and the date on which the Effective Time occurs is herein referred to as the "Closing Date." The closing of the Merger (the "Closing") and the filing of the Certificate of Merger shall occur as soon as practicable after:

1.2.1 Execution of this Agreement; and

1.2.2 Satisfaction of all conditions to closing set forth in Article 4, "Conditions Precedent to Obligations of Surviving Company" and Article 5, "Conditions Precedent to the Obligations of the Merging Company and the Shareholders."

1.3 **Closing**. The Closing Date shall be the date of this Agreement. Any extension of the Closing Date may be made only with the written consent of Surviving Company, the Merging Company and the Shareholders.

1.4 **Merger Consideration; Other Payment**. The total consideration to be paid to the Shareholders and Convertible Note Holders of Merging Company in connection with the Merger (the "Total Merger Consideration") shall be:

- 1,050,000 Series A Preferred Shares at $1.00 per share, issued to Convertible Note Holders and certain of the Shareholders
- 836,000 shares of Common Stock of Surviving Company ("Common Shares") at $1.00 per share, issued to the Shareholders
- 364,000 options to acquire Common Shares at $0.26 per share

The post-Closing capitalization table of Surviving Company is shown in Exhibit A. In addition to the Total Merger Consideration, on the Closing Date, Surviving Company shall pay certain indebtedness of Merging Company, as described in Section 2.28 of this Agreement.

1.5 **Shareholders' and Convertible Note Holders' Rights upon Merger**. Upon consummation of the Merger, the Shareholders and the Convertible Note Holders shall cease to have any rights with respect to their shares and Convertible Notes, and, subject to applicable law and this Agreement, shall only have the right to receive their portion of the Total Merger Consideration as set forth on Exhibit A

1.6 **Convertible Note Holders Release**. Upon issuance of that number of Series A Preferred Shares as set forth in Exhibit A, each Convertible Note Holder agrees and acknowledges that all of the obligations set forth in the Convertible Note, to which such Convertible Note Holder is a party and is being converted into Series A Preferred Shares hereunder, shall have been satisfied in full and that such Convertible Note Holder shall have no claim whatsoever, and fully and forever releases the Merging Company, the Surviving Company and their respective directors, officers, shareholders, employees, agents, subsidiaries and affiliates, with respect to such Convertible Note.

1.7 **Options of Merging Company**. Upon consummation of the Merger, each option of the Merging Company (a "Merging Company Option") that is outstanding and unexercised immediately prior to such consummation, whether or not then vested or exercisable, shall be converted into an option (a "Surviving Company Option") to acquire Surviving Company's common stock on a one-to-one basis, pursuant to the Surviving Company's stock incentive plan, attached hereto as Exhibit G. Each such Surviving Company Option as so converted shall continue to have, and shall be subject to, the same terms and conditions as applied to the Merging Company Option immediately prior to the consummation of the Merger.

1.8 **Payment of Total Merger Consideration**. As soon as reasonably practicable following the Effective Time, Surviving Company will deliver to the Shareholders and the Convertible Note Holders, certificates representing their portion of the Surviving Company Shares (which hereinafter shall mean shares of capital stock the Surviving Company).

1.9 **Articles of Incorporation**. At and after the Effective Time, the Amended and Restated Articles of Incorporation of the Surviving Company (to be filed in connection with the Merger) shall be the Articles of Incorporation of the Surviving Corporation.

1.10 **Bylaws**. At and after the Effective Time, the Bylaws of the Surviving Company shall be the Bylaws of the Surviving Corporation.

1.11 **Board of Directors**. Effective as of and after the Effective Time, the board of directors of the Surviving Corporation shall consist of Kaustubh Phaltankar and Timothy D. Sullivan.

1.12 **Other Effects of Merger**. The Merger shall have all further effects as specified in the applicable provisions of Florida and Delaware law.

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

1.14 **Tax-Free Reorganization**. The parties intend that the Merger qualify as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code").

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE MERGING COMPANY AND THE SHAREHOLDERS

Except as disclosed on the schedules to be delivered by the Merging Company and the Shareholders to Surviving Company on the Closing Date, attached hereto as Exhibit B (the "Merging Company Disclosure Schedule"), which Merging Company Disclosure Schedule is incorporated into and should be considered an integral part of this Agreement, the Merging Company represents and warrants to Surviving Company as follows as to all Sections in this Article 2, except for Sections 2.1 (Validity of Agreement), 2.3 (Title), 2.4 (Exclusive Dealing),

2.14 (Intellectual Property), 2.15 (No Default), 2.16 (Litigation), 2.17 (Finders), 2.24 (Insurance Coverage), 2.28 (Indebtedness) and 2.30 (Investment Intent), which Sections are representations and warranties of the Shareholders and/or the Merging Company, as the case may be. Any representation and warranty made by any Shareholder in this Article 2 shall be made solely with respect to such Shareholder and not with respect to the Merging Company or any other Shareholder.

2.1 **Validity of Agreement**. This Agreement is valid and binding upon each Shareholder and the Merging Company and neither the execution nor delivery of this Agreement by such parties nor the performance by such parties of any of their covenants or obligations hereunder will constitute a material default under any contract, agreement or obligation to which any of them is a party or by which they or any of their respective properties are bound. This Agreement is enforceable severally against the Merging Company and each Shareholder in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

2.2 **Organization and Good Standing**. The Merging Company is a corporation duly organized and existing in good standing under the laws of the State of Delaware. The Merging Company has full corporate power and authority to carry on its business as now conducted and to own or lease and operate the properties and assets now owned or leased and operated by it. The Merging Company is duly qualified to transact business in all states and jurisdictions in which the business or ownership of its property makes it necessary so to qualify, except for jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter.

2.3 **Title**. Each Shareholder has full right and title to the Merging Company Shares that such Shareholder owns and to be exchanged, free and clear of all liens, encumbrances, pledge, restrictions and claims of every kind ("Encumbrances") and such Merging Company Shares constitute all the Merging Company Shares which such Shareholder, directly or indirectly, own or have any right to acquire. Each Shareholder has the legal right, power and authority to enter into this Agreement and will have the right to sell, assign, transfer and convey the Merging Company Shares owned by such Shareholder pursuant to this Agreement and deliver to Surviving Company valid title to such Merging Company Shares pursuant to the provisions of this Agreement, free and clear of all Encumbrances. The only outstanding options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase or sale of any Merging Company Shares are the Convertible Notes owned by the Convertible Note Holders, in the aggregate face amount of $1,050,000.

2.4 **Exclusive Dealing**. No Shareholder is engaged in any discussions or negotiations for the purchase or sale of any Merging Company Shares owned by such Shareholder, except for those discussions with Surviving Company which are embodied in this Agreement.

2.5 **Capitalization**. The authorized capital stock of the Merging Company consists of 10,000,000 shares of Common Stock, $0.00001 par value per share, 1,200,000 of which are issued and outstanding ("Outstanding Merging Company Shares"). The Outstanding Merging Company Shares constitute the only outstanding shares of the capital stock of the Merging Company of any nature whatsoever, voting and non-voting. The Outstanding Merging Company Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. All outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of the Merging Company, whether issued, unissued or held in its treasury, are disclosed in Exhibit C, and, except with respect to outstanding Merging Company Options which shall be converted into Surviving Company Options pursuant to Section 1.7, all will be fully satisfied and extinguished by the payment of the Total Merger Consideration as provided herein.

2.6 **Subsidiaries**. The Merging Company does not have any subsidiaries. The Merging Company does not own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

2.7 **Ownership and Authority**. The execution, delivery and performance of this Agreement by the Merging Company has been duly authorized by its Board of Directors and all other required corporate approvals have been obtained. The execution, delivery and performance of this Agreement by the Merging Company will not result in the violation or breach of any term or provision of charter instruments applicable to the Merging Company or constitute a material default under any material indenture, mortgage, deed of trust or other contract or agreement to which the Merging Company is a party or by which the Merging Company or any of its properties is bound and will not cause the creation of an Encumbrance on any properties owned by or leased to or by the Merging Company.

2.8 **Liabilities and Obligations**. The Merging Company has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) secured by an Encumbrance on any of its assets.

2.9 **Closing Date Balance Sheet**. The balance sheet of the Merging Company fairly presents the financial condition of the Merging Company as of the Closing Date. There are no material liabilities not shown on the Closing Date Balance Sheet. There has not been any change between September 1, 2017 and the date of this Agreement which has had a material adverse effect on the financial position or results of operations of the Merging Company. The Merging Company has no liabilities or obligations, contingent or otherwise. The working capital deficit of the Merging Company, as of the Closing Date, does not exceed ($135,000).

2.10 **Taxes**. Except as set forth in Section 2.10 of the Merging Company Disclosure Schedule, (a) the Merging Company has filed all federal, state, local or foreign tax returns, tax reports or forms that the Merging Company was required to file since its inception; and (b) no taxes are due to any federal, state, local or foreign tax authority. The Merging Company is not

obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code. The Merging Company has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. The Merging Company is not a party to any Tax allocation or sharing agreement. The Merging Company (i) has not been a member of an affiliated group filing a consolidated federal income tax return, (ii) is not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) has no liability for the Taxes of any person (other than the Merging Company) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

2.11 **Title to Properties and Assets**. The Merging Company presently owns or leases real property from which it conducts its business and owns or leases certain personal property. The Merging Company has good and marketable title to all real and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business, free and clear of all security interests or Encumbrance of any nature. Any security interests or Encumbrance shall be discharged in full on or before the Closing Date and evidenced by UCC Releases delivered by the Merging Company on the Closing Date. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

2.12 **Accounts Receivable/Payable**. Except as set forth in Section 2.12 of the Merging Company Disclosure Schedule, as of the Closing Date, the Merging Company has no accounts receivable, accounts payable, unbilled invoices and other debts. There have been no material adverse changes since September 1, 2017 in any accounts receivable or other debts due the Merging Company or the allowances with respect thereto or accounts payable of the Merging Company.

2.13 **Material Documents**. All material documents to which the Merging Company is a party are valid and enforceable and copies of such material documents (or, with the consent of Surviving Company, forms thereof) as have been requested by Surviving Company have been provided to Surviving Company. Neither the Merging Company nor any of the other parties thereto, is or will be, merely with the passage of time, in default under any such material document nor is there any requirement for any of such material documents to be novated or to have the consent of the other contracting party in order for such material documents to be valid, effective and enforceable by the Merging Company after the Closing Date as it was immediately prior thereto.

2.14 **Intellectual Property**. Except as set forth in Section 2.14 of the Merging Company Disclosure Schedule, the Merging Company has no interest in and owns no domestic and foreign letters patent, patents, patent applications, patent licenses, software licenses and know-how licenses, trade names, trademarks, copyrights, unpatented inventions, service mark registrations and applications and copyright registrations and applications owned or used by the

Merging Company in the operation of its business (collectively, the "Intellectual Property"). No Intellectual Property is required or used in the operation of the business of the Merging Company. There are no pending or, to the knowledge of the Merging Company and the Shareholders, threatened claims of infringement upon the rights to the Intellectual Property or any intellectual property rights of others.

2.15 **No Default**. Neither the Merging Company nor any Shareholder is in material default under any provision of any contract, commitment, or agreement respecting the Merging Company or its assets to which the Merging Company or such Shareholder is or are parties or by which they are bound.

2.16 **Litigation**. There are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against the Merging Company which relate to and could have a material adverse effect on the properties, business, assets or financial condition of the Merging Company or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of such Shareholder or the Merging Company to perform their respective obligations under this Agreement or to carry out the transactions contemplated by this Agreement or otherwise affecting the Shares.

2.17 **Finders**. Neither the Merging Company nor any Shareholder owes any fees or commissions, or other compensation or payments to any broker, finder, financial consultant, or similar person claiming to have been employed or retained by or on behalf of the Merging Company or such Shareholder in connection with this Agreement or the transactions contemplated hereby.

2.18 **Employees**. Except as set forth in Section 2.18 of the Merging Company Disclosure Schedule, the Merging Company has no written employment agreements with any of its employees and it does not currently use the services of nor has it at any time engaged any independent contractor.

2.19 **Absence of Pension Liability**. The Merging Company has no liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of any of its existing or former employees. The consummation of the transactions contemplated by this Agreement will not entitle any employee of the Merging Company to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. Except as set forth in Section 2.19 of the Merging Company Disclosure Schedule, the Merging Company does not presently have nor has it ever had any employee benefit plans and has no announced plan or legally binding commitment to create any employee benefit plans.

2.20 **Compliance With Laws**. The Merging Company has conducted and is continuing to conduct its business in compliance with, and is in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any

respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on the Merging Company or its results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; or (v) trade and antitrust regulations. The execution, delivery and performance of this Agreement by the Merging Company and the consummation by the Merging Company of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause an Encumbrance on any property used, owned or leased by the Merging Company to be created thereunder. To the knowledge of the Merging Company, there are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 2.20 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

2.21 **Filings**. The Merging Company has made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

2.22 **Certain Activities**. The Merging Company has not, directly or indirectly, engaged in or been a party to any of the following activities:

2.22.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

2.22.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

2.22.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

2.22.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally misrecorded on or improperly omitted from the corporate books of account;

2.22.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

2.22.6 Paying or reimbursing (including gifts) personnel of the Merging Company for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subsections 2.22.1 through 2.22.5 above;

2.22.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

2.22.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

2.23 **Employment Relations**. The Merging Company is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against the Merging Company is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving the Merging Company; no labor representation question exists respecting the employees of the Merging Company; no grievance which might have an adverse effect upon the Merging Company or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by the Merging Company; and the Merging Company has not experienced any material labor difficulty during the last three (3) years.

2.24 **Insurance Coverage**. The Merging Company has heretofore delivered copies of the policies of fire, liability, workers' compensation or other forms of insurance of the Merging Company. The Merging Company has complied with the terms and provisions of such policies including, without limitation, all riders and amendments thereto. The Merging Company has met required collateral and premium for coverages in force. In the reasonable judgment of the Merging Company and each Shareholder, such insurance is adequate and the Merging Company will keep all current insurance policies in effect through the Closing.

2.25 **Certificate of Incorporation and Bylaws**. The Merging Company has heretofore delivered to Surviving Company true, accurate and complete copies of the Certificate

of Incorporation and Bylaws of the Merging Company, together with all amendments to each of the same as of the date hereof.

2.26 **Corporate Minutes**. The minute books of the Merging Company provided to Surviving Company at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including written consents executed in lieu of meetings of its shareholders, Board of Directors and committees thereof through the Closing Date. The stock records of the Merging Company delivered to Surviving Company at the Closing are the correct and only such stock records and accurately reflects all issues and transfers of record of the capital stock of the Merging Company. The Merging Company does not have any of its records or information recorded, stored, maintained or held off the premises of the Merging Company.

2.27 **Default on Indebtedness**. The Merging Company is not in default under any evidence of indebtedness for borrowed money.

2.28 **Indebtedness**. Neither any Shareholder nor any corporation or entity with which such Shareholder affiliated are indebted to the Merging Company, and except as set forth in this Section 2.28 and Section 2.28 of the Merging Company Disclosure Schedule, the Merging Company has no indebtedness or liability to such Shareholder or any corporation or entity with which such Shareholder is affiliated. Each of James Harris and John Nelson represents and warrants that the aggregate payment of $135,000 by Surviving Company to such Shareholders in connection with the Merger shall completely discharge all long term debt obligations of Merging Company owed to such Shareholders, currently aggregating $165,911. $46,250 of the $135,000 payment shall be paid to James Harris, and the remaining amount shall be paid to John Nelson.

2.29 **Governmental Approvals**. Except for filing of the Articles and/or Certificate of Merger with the Secretaries of State of Florida and Delaware, no consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by any Shareholder or the Merging Company.

2.30 **Investment Intent**. Each Shareholder and Convertible Note Holder is taking the Surviving Company Shares for such Shareholder's own account and for investment, with no present intention of dividing such Shareholder's interest with others or of reselling or otherwise disposing of all or any portion of the Surviving Company Shares to be issued to such Shareholder other than pursuant to available exemptions under applicable securities laws. Each Shareholder does not intend to sell the Surviving Company Shares to be issued to such Shareholder, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or non-occurrence of any predetermined event or circumstance. Each Shareholder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for, or which is likely to compel, a disposition of the Surviving Company Shares to be issued to such Shareholder. Each Shareholder is not aware of any circumstances presently in existence which are likely in the future to prompt a disposition of the Surviving Company Shares to be issued to such Shareholder. Each Shareholder possesses

the experience in business in which Surviving Company is involved necessary to make an informed decision to acquire the Surviving Company Shares and such Shareholder has the financial means to bear the economic risk of the investment in the Surviving Company Shares as of the Closing Date. Each Shareholder has had the opportunity to be represented by legal counsel and to consult with financial advisors to the extent such Shareholder deemed necessary. Each Shareholder has received information such Shareholder has requested. Each Shareholder has had the opportunity to ask questions of the directors and officers of Surviving Company concerning Surviving Company.

2.31 **Licenses, Permits and Required Consents**. The Merging Company has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits ("Authorizations") materially necessary to the conduct of its business as currently conducted or proposed to be conducted. All Authorizations relating to the business of the Merging Company are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such Authorizations and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

2.32 **Completeness of Representations and Schedules; Delivery Via Upload to Dataroom**. The Merging Company Disclosure Schedule and Exhibits hereto completely and correctly present in all material respects the information required by this Agreement. The Merging Company's obligation to deliver or make available any agreement or document to Surviving Company under this Agreement shall have been satisfied if such agreement or document has been uploaded in an electronic data room to which Surviving Company has access.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SURVIVING COMPANY

The Surviving Company represents and warrants to the Merging Company and the Shareholders and Convertible Note Holders as follows as to all Sections in this Article 3.

3.1 **Validity of Agreement**. This Agreement is valid and binding upon Surviving Company and neither the execution nor delivery of this Agreement by such parties nor the performance by such parties of any of their covenants or obligations hereunder will constitute a material default under any contract, agreement or obligation to which Surviving Company is a party or by which its properties are bound. This Agreement is enforceable against Surviving Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

3.2 **Organization and Good Standing**. Surviving Company is a corporation duly organized and existing in good standing under the laws of the State of Florida. Surviving Company has full corporate power and authority to carry on its business as now conducted and to own or lease and operate the properties and assets now owned or leased and operated by it.

Surviving Company is duly qualified to transact business in all states and jurisdictions in which the business or ownership of its property makes it necessary so to qualify, except for jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter.

3.3 **Capitalization**. Immediately prior to the Closing, the authorized capital stock of Surviving Company consists of 12,000,000 shares of Common Stock, $.01 par value per share, and 3,000,000 shares of Series A Preferred Stock, $.01 par value per share. The shares of Common Stock and Series A Preferred Stock outstanding as of the Closing, and to be issued in connection with this Merger, are as shown in the pre-Closing and post-Closing Surviving Company Capitalization Tables attached as Exhibit A. All Surviving Company Shares are and will be validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. Other than as shown on Exhibit A, there are and will be no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of Surviving Company, whether issued, unissued or held in its treasury. There are no treasury shares.

3.4 **Subsidiaries**. Surviving Company does not have any subsidiaries. Surviving Company does not own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

3.5 **Ownership and Authority**. The execution, delivery and performance of this Agreement by Surviving Company has been duly authorized by its Board of Directors and all other required corporate approvals have been obtained. The execution, delivery and performance of this Agreement by Surviving Company will not result in the violation or breach of any term or provision of charter instruments applicable to Surviving Company or constitute a material default under any material indenture, mortgage, deed of trust or other contract or agreement to which Surviving Company is a party or by which Surviving Company or any of its properties is bound and will not cause the creation of an Encumbrance on any properties owned by or leased to or by Surviving Company.

3.6 **Liabilities and Obligations**. Surviving Company has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise). There is no Encumbrance on any of Surviving Company's assets.

3.7 [reserved]

3.8 **Taxes**. Surviving Company has filed all federal, state, local or foreign tax returns, tax reports or forms that Surviving Company was required to file since its inception. No taxes are due to any federal, state, local or foreign tax authority. Surviving Company is not obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code. Surviving Company has disclosed on its federal income tax returns all

positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. Surviving Company is not a party to any Tax allocation or sharing agreement. Surviving Company (i) has not been a member of an affiliated group filing a consolidated federal income tax return, (ii) is not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) has no liability for the Taxes of any person (other than Surviving Company) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

3.9 **Title to Properties and Assets**. Surviving Company presently owns or leases real property from which it conducts its business and owns or leases certain personal property. Surviving Company has good and marketable title to all real and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business, free and clear of all security interests or Encumbrance of any nature. Any security interests or Encumbrance shall be discharged in full on or before the Closing Date and evidenced by UCC Releases delivered by Surviving Company on the Closing Date. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

3.10 **Accounts Receivable/Payable**. Surviving Company has no accounts receivable, accounts payable, unbilled invoices and other debts. There have been no material adverse changes since September 1, 2017, in any accounts receivable or other debts due Surviving Company or the allowances with respect thereto or accounts payable of Surviving Company.

3.11 **Material Documents**. All material documents to which Surviving Company is a party are valid and enforceable and copies of such material documents (or, with the consent of the Merging Company, forms thereof) as have been requested by the Merging Company have been provided to the Merging Company. Neither Surviving Company nor any of the other parties thereto, is or will be, merely with the passage of time, in default under any such material document nor is there any requirement for any of such material documents to be novated or to have the consent of the other contracting party in order for such material documents to be valid, effective and enforceable by Surviving Company after the Closing Date as it was immediately prior thereto.

3.12 **Intellectual Property**. Surviving Company has no interest in and owns no domestic and foreign letters patent, patents, patent applications, patent licenses, software licenses and know-how licenses, trade names, trademarks, copyrights, unpatented inventions, service mark registrations and applications and copyright registrations and applications owned or used by Surviving Company in the operation of its business (collectively, the "Intellectual Property"). No Intellectual Property is required or used in the operation of the business of Surviving Company. There are no pending or, to the knowledge of Surviving Company, threatened claims of infringement upon the rights to the Intellectual Property or any intellectual property rights of others.

3.13 **No Default**. Surviving Company is not in material default under any provision of any contract, commitment, or agreement respecting Surviving Company or its assets to which Surviving Company is a party or by which it is bound.

3.14 **Litigation**. There are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against Surviving Company which relate to and could have a material adverse effect on the properties, business, assets or financial condition of Surviving Company or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of Surviving Company to perform its obligations under this Agreement or to carry out the transactions contemplated by this Agreement or otherwise affecting the Surviving Company Shares.

3.15 **Finders**. Surviving Company does not owe any fees or commissions, or other compensation or payments to any broker, finder, financial consultant, or similar person claiming to have been employed or retained by or on behalf of Surviving Company in connection with this Agreement or the transactions contemplated hereby.

3.16 **Employees**. Surviving Company has no written employment agreements with any of its employees and it does not currently use the services of nor has it at any time engaged any independent contractor.

3.17 **Absence of Pension Liability**. Surviving Company has no liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of any of its existing or former employees. The consummation of the transactions contemplated by this Agreement will not entitle any employee of Surviving Company to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. Surviving Company does not presently have nor has it ever had any employee benefit plans and has no announced plan or legally binding commitment to create any employee benefit plans.

3.18 **Compliance With Laws**. Surviving Company has conducted and is continuing to conduct its business in compliance with, and is in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on Surviving Company or its results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; or (v) trade and antitrust regulations. The execution, delivery and performance of this Agreement by Surviving Company and the consummation by Surviving Company of the

transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause an Encumbrance on any property used, owned or leased by Surviving Company to be created thereunder. To the knowledge of Surviving Company, there are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 3.18 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

3.19 **Filings**. Surviving Company has made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

3.20 **Certain Activities**. Surviving Company has not, directly or indirectly, engaged in or been a party to any of the following activities:

3.20.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

3.20.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

3.20.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

3.20.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally misrecorded on or improperly omitted from the corporate books of account;

3.20.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

3.20.6 Paying or reimbursing (including gifts) personnel of Surviving Company for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subsections 3.20.1 through 3.20.5 above;

3.20.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

3.20.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

3.21 **Employment Relations**. Surviving Company is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against Surviving Company is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving Surviving Company; no labor representation question exists respecting the employees of Surviving Company; no grievance which might have an adverse effect upon Surviving Company or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by Surviving Company; and Surviving Company has not experienced any material labor difficulty during the last three (3) years.

3.22 **Insurance Coverage**. Promptly after Closing, but in no event later than 30 days after the Closing, Surviving Company shall purchase policies of fire, liability, workers' compensation or other forms of insurance which shall be reasonably adequate in the conduct of the business of Surviving Company.

3.23 **Articles of Incorporation and Bylaws**. Surviving Company has heretofore delivered to the Merging Company true, accurate and complete copies of the Articles of Incorporation and Bylaws of Surviving Company, together with all amendments to each of the same as of the date hereof.

3.24 **Corporate Minutes**. The minute books of Surviving Company provided to the Merging Company at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including written consents executed in lieu of meetings of their respective shareholders, Boards of Directors and committees thereof through the Closing Date. The stock records of Surviving Company delivered to the Merging Company at the Closing are the correct and only such stock records and accurately reflects all issues and transfers of record of the capital stock of Surviving Company.

3.25 **Governmental Approvals**. Except for filing of the Articles and/or Certificate of Merger with the Secretaries of State of Florida and Delaware, no consent, approval or authorization of, or notification to or registration with, any governmental authority, either

federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by Surviving Company.

3.26 **Licenses, Permits and Required Consents**. Surviving Company has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits ("Authorizations") materially necessary to the conduct of its business as currently conducted or proposed to be conducted. All Authorizations relating to the business of Surviving Company are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such Authorizations and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

3.27 **Completeness of Representations and Schedules; Delivery Via Upload to Dataroom**. The Exhibits hereto completely and correctly present in all material respects the information required by this Agreement. The Surviving Company's obligation to deliver or make available any agreement or document to the Merging Company under this Agreement shall have been satisfied if such agreement or document has been uploaded in an electronic data room to which the Merging Company has access.

ARTICLE 4

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SURVIVING COMPANY

The obligations of Surviving Company pursuant to this Agreement are, at the option of Surviving Company, subject to the fulfillment to Surviving Company's reasonable satisfaction on or before the Closing Date of each of the following conditions:

4.1 **Execution of this Agreement**. The Merging Company, the Shareholders and the Convertible Note Holders shall have duly executed and delivered this Agreement to Surviving Company, and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

4.2 **Representations and Warranties**. All representations and warranties of the Shareholders and the Merging Company contained in Article 2 of this Agreement shall have been true in all material respects as of the Closing Date.

4.3 **Performance of the Merging Company and Shareholders**. The Merging Company and the Shareholders shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed or complied with by them.

4.4 **Tender of Merging Company Shares and Convertible Notes**. The Shareholders shall deliver to Surviving Company all Merging Company Shares free and clear of any Encumbrance, by surrendering and delivering the Certificates to Surviving Company duly endorsed in blank. The Convertible Note Holders will deliver the Convertible Notes for cancellation.

4.5 **Consent of Material Customers**. Prior to Closing, the Merging Company shall have obtained all approvals in connection with the transfer of the Merging Company Shares by the Shareholders to Surviving Company as may be required by any material contracts between the Merging Company and any of its principal customers, and such approvals shall have been issued in written form and substance satisfactory to Surviving Company and its counsel or Surviving Company shall have waived such requirements.

4.6 **Approval of Plan of Merger**. The Merger and the Certificate of Merger shall have been duly approved by the Board of Directors of the Merging Company and the Shareholders pursuant to Florida and Delaware law.

4.7 **Legal Prohibition; Regulatory Consents**. On the Closing Date, there shall exist no injunction or final judgment, law or regulation prohibiting the consummation of the transactions contemplated by this Agreement. Any required governmental or regulatory consents shall have been obtained.

4.8 **No Adverse Change**. There shall not have occurred any material adverse change in the assets, business, condition or prospects of the Merging Company.

4.9 **Escrow Agreement**. The Escrow Agreement shall have been signed by all parties thereto.

ARTICLE 5
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE MERGING COMPANY AND THE SHAREHOLDERS

The obligations of the Merging Company and the Shareholders under this Agreement are, at the option of the Merging Company or the Shareholders, subject to the fulfillment to the reasonable satisfaction of the Merging Company and the Shareholders on or before the Closing Date of each of the following conditions:

5.1 **Execution and Approval of Agreement**. Surviving Company shall have duly executed and delivered this Agreement to the Merging Company and the Shareholders and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

5.2 **Representations and Warranties**. All representations and warranties of Surviving Company contained in Article 3 of this Agreement shall have been true in all material respects as of the Closing Date.

5.3 **Performance of Surviving Company**. Surviving Company shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed or complied with by them.

5.4 **Consent of Material Customers**. Prior to Closing, Surviving Company shall have obtained all approvals as may be required by any material contracts between Surviving

Company and any of its principal customers, and such approvals shall have been issued in written form and substance satisfactory to the Merging Company and its counsel or the Merging Company shall have waived such requirements.

5.5 **Approval of Plan of Merger**. The Merger and the Certificate of Merger shall have been duly approved by Surviving Company pursuant to Florida law.

5.6 **Legal Prohibition; Regulatory Consents**. On the Closing Date, there shall exist no injunction or final judgment, law or regulation prohibiting the consummation of the transactions contemplated by this Agreement. Any required governmental or regulatory consents shall have been obtained.

5.7 **No Adverse Change**. There shall not have occurred any material adverse change in the assets, business, condition or prospects of Surviving Company.

5.8 **Series A Offering**. The Surviving Company will have closed on its offering of 1,500,000 Series A Preferred Shares and have received $1.5 million as consideration for the issuance of such shares.

5.9 **Escrow Agreement**. The Escrow Agreement shall have been signed by all parties thereto.

ARTICLE 6

INDEMNIFICATION

6.1 **Indemnification by Merging Company Indemnifying Parties**.

6.1.1 Each Merging Company Indemnifying Party (as defined below), severally and not jointly in proportion to each such Merging Company Indemnifying Party's pro rata share of the Surviving Company Shares received by all Merging Company Indemnifying Parties, will indemnify and hold harmless Surviving Company and its directors, officers, shareholders, employees, agents, subsidiaries and affiliates (the "Surviving Company Indemnified Persons"), and will reimburse the Surviving Company Indemnified Persons for, any loss, liability, claim, damage or expense, including reasonable out-of-pocket costs of investigation and defense of claims and reasonable attorneys' fees and expenses (collectively, "Losses") arising or resulting from or in connection with any breach of any representation, warranty, covenant or obligation of the Merging Company as set forth in this Agreement. "Merging Company Indemnifying Parties" means each Shareholder (other than Matthew Swartz and Donald Codling) and Convertible Note Holder. For the avoidance of doubt, neither Matthew Swartz nor Donald Codling shall have any indemnification obligations under this Agreement.

6.1.2 Each Merging Company Indemnifying Party (and not any other Merging Company Indemnifying Party) will indemnify and hold harmless the Surviving Company Indemnified Persons, and will reimburse the Surviving Company Indemnified Persons for, any Losses arising or resulting from or in connection with any breach of any representation,

warranty, covenant or obligation of such Merging Company Indemnifying Party as set forth in this Agreement.

6.2 **Indemnification by Surviving Company**. Surviving Company will indemnify and hold harmless the Shareholders, the Convertible Note Holders and their respective directors, officers, shareholders, employees, agents, subsidiaries and affiliates (collectively, the "Merging Company Indemnified Persons" and together with the Surviving Company Indemnified Persons, each an "Indemnified Person") and will reimburse the Merging Company Indemnified Persons for, any Losses arising or resulting from or in connection with any breach of any representation, warranty, covenant or obligation of Surviving Company as set forth in this Agreement.

6.3 **Indemnification Limitation – Survival.**

6.3.1 The representations and warranties contained in this Agreement shall survive the Closing and shall continue in full force and effect until the date that is eighteen (18) months following the Closing Date.

6.3.2 All covenants and other obligations of each of the Merging Company, Shareholders, and Surviving Company contained in this Agreement shall survive the Closing and continue in full force and effect until such covenants or obligations expire, are fully performed and satisfied, or otherwise until the expiration of the statute of limitations, in accordance with the respective terms of such covenants and obligations set forth in this Agreement. None of the Surviving Company Indemnified Persons and the Merging Company Indemnified Persons may bring any claim for indemnification under this Article 6 after expiration of the time period set forth in this Section 6.3 to which such claim relates. Notwithstanding anything to the contrary herein, any claim asserted in good faith pursuant to and in compliance with this Section 6.3 prior to the expiration of the applicable survival period shall survive until such claim is fully and finally resolved.

6.4 **Indemnification Limitation – Basket**. The Merging Company Indemnifying Parties shall not be obligated to provide indemnification for Losses in respect of claims made by any Surviving Company Indemnified Party for indemnification under Section 6.1 above unless the total of all Losses in respect of claims made by the Surviving Company Indemnified Parties for indemnification shall exceed Ten Thousand Dollars ($10,000) in the aggregate (the "***Basket Amount***"), whereupon the total amount of such Losses, including the Basket Amount, shall be recoverable by the Surviving Company Indemnified Parties in accordance with the terms hereof; provided, however, that the foregoing limitation in this Section 6.4 shall not apply to claims by the Surviving Company Indemnified Parties for indemnification for Losses arising in connection with (i) fraud, intentional misrepresentation or willful breach, and (ii) Losses arising out of pre-Closing taxes of Merging Company.

6.5 **Escrow Arrangements**. Pursuant to the Escrow Agreement to be entered into among Surviving Company, John C. Nelson (in his capacity as Shareholder Representative) and the Escrow Agent, the Merging Company Indemnifying Parties shall deposit with the Escrow Agent at Closing, the following:

- 157,500 Series A Preferred Shares by the Convertible Note Holders and certain of the Shareholders
- 180,000 Common Shares by certain of the Shareholders
- $33,750 in cash by John C. Nelson

The number of Series A Preferred Shares and/or Common Shares to be escrowed by each Merging Company Indemnifying Party shall be set forth on Exhibit A. Such cash and shares (hereinafter referred to as the "Escrow Sum") shall be held pursuant to the terms of the Escrow Agreement for payment from such Escrow Sum of the amounts, if any, owing by the Merging Company Indemnifying Parties to Surviving Company Indemnified Parties under this Agreement. The Escrow Sum then remaining shall be released for distribution to the Merging Company Indemnifying Parties, eighteen (18) months after the Closing.

The parties agree that each will execute and deliver such reasonable instruments and documents as are furnished by any other party to enable such furnishing party to receive those portions of the Escrow Sum to which the furnishing party is entitled under the provisions of the Escrow Agreement and this Agreement. Surviving Company on the one hand and Merging Company Indemnifying Parties on the other hand shall share equally any and all fees, costs, expenses and claims of the Escrow Agent under the terms of the Escrow Agreement.

The Merging Company Indemnifying Parties hereby designate John C. Nelson as the Shareholder Representative under the Escrow Agreement, with full authority to act on behalf of the Merging Company Indemnifying Parties with respect to the matters set forth in the Escrow Agreement. John C. Nelson hereby accepts such designation. The Merging Company Indemnifying Parties shall, severally and not jointly and pro rata based on their portion of the Series A Preferred Shares and Common Shares to be escrowed, reimburse John C. Nelson for any and all reasonable fees, costs and expenses incurred in his capacity as the Shareholder Representative, including without limitation, the Shareholder Representative's portion of all fees, costs and expenses payable to the Escrow Agent under the Escrow Agreement.

6.6 **Indemnification from Escrow Sum Only**. To the extent that a Surviving Company Indemnified Person makes any claim for indemnification pursuant to Section 6.1, it shall make a claim solely against the Escrow Sum. In the event that any Surviving Company Indemnified Person sustains or incurs Losses for which it is entitled to indemnification under Section 6.1, such Losses shall, if finally determined to be owed pursuant to this Agreement, be recovered or paid by forfeiture of that portion of the Escrow Sum representing the amount of such claim until such Losses are paid or until all of the Escrow Sum has been forfeited (fair market value of the shares that are escrowed shall be determined by Surviving Company and indemnifying Merging Company Indemnifying Party(ies) in good faith). Any indemnification obligation charged to John C. Nelson shall be satisfied, first by forfeiture of his portion of the Escrow Sum that are Surviving Company Shares, and second by forfeiture of his escrowed cash. Notwithstanding anything to the contrary in this Agreement, the sole recourse of indemnification available to the Surviving Company Indemnified Persons shall be limited to forfeiture of the Escrow Sum and no Merging Company Indemnifying Party shall have any obligation to satisfy

any indemnification obligations hereunder other than by forfeiture of such Merging Company Indemnifying Party's portion of the Escrow Sum.

6.7 **Computation of Losses**. For purposes of calculating any Losses suffered by an Indemnified Person hereunder (but, for the avoidance of doubt, not for purposes of determining whether a breach has occurred that entitles indemnification under this Article 6), the amount of the Losses suffered by the Indemnified Party shall be the net amount of the Loss so suffered after giving effect to the aggregate value of any money or other assets or benefits with a readily determinable value (including, without limitation, proceeds of insurance or any tax savings) realized by the Indemnified Party in connection therewith.

6.8 **Exclusive Remedy**. Each of the parties hereto agrees that from and after the Closing, his, her or its exclusive remedy with respect to any and all claims relating to breaches of covenants, representations and warranties of this Agreement shall be indemnification pursuant to this Article 6.

6.9 **Subrogation**. Upon making any indemnification payment under this Article 6, the indemnifying party (the "Indemnifying Party") will, to the extent of such payment, be subrogated to all rights of the Indemnified Party against any third party in respect of the Losses to which such payment relates.

6.10 **Consideration Adjustment**. All indemnification payments made hereunder will be treated by all parties as adjustments to the consideration payable hereunder.

6.11 **Other Indemnification Limitation**. Neither the Merging Company Indemnifying Parties, on the one hand, nor Surviving Company, on the other hand, shall have any obligation to indemnify the Surviving Company Indemnified Persons or Merging Company Indemnified Persons, as applicable, from and against any punitive, exemplary, consequential damages, any damages based on any type of multiple, lost profits or diminution in value, in each case relating to the breach or alleged breach of this Agreement. Any Losses for which any of the Surviving Company Indemnified Persons or Merging Company Indemnified Persons, as applicable, are entitled to indemnification under this Article 6 shall be determined without duplication of recovery by reason of the state of facts giving rise to such Losses constituting a breach of more than one representation, warranty, covenant or agreement. Prior to seeking any indemnification under this Article 6, the Surviving Company Indemnified Persons shall first seek recovery from any and all available insurance policies.

ARTICLE 7

MISCELLANEOUS

7.1 **Termination**.

7.1.1 General. This Agreement and the transactions contemplated hereby may be terminated prior to the Closing: (i) by the mutual written consent of the parties; or (ii) by written notice from either party in the event of a material breach of this Agreement by the other

party; provided that the party wishing to terminate this Agreement has notified the other parties in writing of such breach and such breach has continued without cure for a period of thirty (30) calendar days after the notice of breach, subject to the provisions of Section 1.3, "Closing," of this Agreement.

7.1.2 Effect of Termination. If any party terminates this Agreement pursuant to this Article 7, all rights and obligations of the parties hereunder shall terminate without any liability of any party to the others except for such damages arising out of, related to, or in connection with, breaches of representations, warranties, covenants, or agreements which shall have occurred prior to such termination. Except, as set forth in the immediately preceding sentence, this Section shall not be deemed to release any party from any liability for any breach by such party of the representations, warranties, covenants or agreements which shall have occurred prior to such termination.

7.2 **Binding Agreement**. The parties covenant and agree that this Agreement, when executed and delivered by the parties, will constitute a legal, valid and binding agreement between the parties and will be enforceable in accordance with its terms.

7.3 **Assignment**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors. This Agreement cannot be assigned without the consent of the Merging Company.

7.4 **Entire Agreement**. This Agreement and its exhibits and schedules constitute the entire contract among the parties hereto with respect to the subject matter thereof, superseding all prior communications and discussions and no party hereto shall be bound by any communication on the subject matter hereof unless such is in writing signed by any necessary party thereto and bears a date subsequent to the date hereof. The exhibits and schedules shall be construed with and deemed as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Information set forth in any exhibit, schedule or provision of this Agreement shall be deemed to be set forth in every other exhibit, schedule or provision of this Agreement and therefore shall be deemed to be disclosed for all purposes of this Agreement.

7.5 **Modification**. This Agreement may be waived, changed, amended, discharged or terminated only by an agreement in writing signed by the party against whom enforcement of any waiver, change, amendment, discharge or termination is sought.

7.6 **Notices**. All notices, requests, demands and other communications shall be deemed to have been duly given three (3) days after postmark of deposit in the United States mail, if mailed, certified or registered mail, postage prepaid:

If to the Merging Company or the Shareholders:

John Nelson
1418 N Rhodes St. Apt 402
Arlington, VA 22209

With copy to:

Pillsbury Winthrop Shaw Pittman LLP
1650 Tysons Blvd. Suite 1400
McLean, VA 22102
Attention: Matthew B. Swartz
Telephone: (703) 770-7900
Email: matthew.swartz@pillsburylaw.com

If to Surviving Company:

Kaus Phaltankar
1390 S Ocean Blvd.
Apt 15F
Pompano Beach FL 33062

With copy to:

Dunlap Bennett & Ludwig PLLC
8300 Boone Blvd., Suite 550
Vienna VA 22182
Attention: Roy R. Morris
Telephone: 703-636-1663
Email: rmorris@dbllawyers.com

or to such other address as any party shall designate to the other in writing. The parties shall promptly advise each other of changes in addresses for such notices.

7.7 **Choice of Law and Jurisdiction**. This Agreement shall be governed by, construed, interpreted and enforced according to the laws of the State of Florida. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in the courts of Fairfax County, Virginia and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth in Section 7.6, "Notices," such service to become effective ten (10) days after such mailing.

7.8 **Severability**. If any portion of this Agreement shall be finally determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law and, therefore, to be invalid, the parties will cooperate to remedy or avoid the invalidity, but, in any event, will not upset the general balance of relationships created or intended to be created between them as manifested by this Agreement

and the instruments referred to herein. Except insofar as it would be an abuse of the foregoing principle, the remaining provisions hereof shall remain in full force and effect.

7.9 **Other Documents**. The parties shall upon reasonable request of the other, execute such documents as may be necessary or appropriate to carry out the intent of this Agreement.

7.10 **Headings and the Use of Pronouns**. The section headings hereof are intended solely for convenience of reference and shall not be construed to explain any of the provisions of this Agreement. All pronouns and any variations thereof and other words, as applicable, shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or matter may require.

7.11 **No Waiver and Remedies**. No failure or delay on a party's part to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by a party of a right or remedy hereunder preclude any other or further exercise. No remedy or election hereunder shall be deemed exclusive but it shall, wherever possible, be cumulative with all other remedies in law or equity.

7.12 **Further Assurances**. Each of the parties hereto shall use commercially practicable efforts to fulfill all of the conditions set forth in this Agreement over which it has control or influence (including obtaining any consents necessary for the performance of such party's obligations hereunder) and to consummate the transactions contemplated hereby, and shall execute and deliver such further instruments and provide such documents as are necessary to effect this Agreement.

7.13 **Rules of Construction**. The normal rules of construction which require the terms of an agreement to be construed most strictly against the drafter of such agreement are hereby waived since each party have been represented by counsel in the drafting and negotiation of this Agreement.

7.14 **Third Party Beneficiaries**. Each party hereto intends this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

7.15 **Expenses and Fees**. Each party shall be solely responsible for all costs and expenses incurred by such party in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. No other party shall have any obligation for paying such expenses or costs of any other party.

7.16 **Public Announcements**. The parties agree that no public release, announcement or any other disclosure concerning any of the transactions contemplated hereby shall be made or issued by any party without the prior written consent of Surviving Company and the Merging Company (which consent shall not be unreasonably withheld or delayed), except to the extent such release, announcement or disclosure may be required by applicable laws, in which case the person required to make the release, announcement or disclosure shall allow Surviving Company

or the Merging Company, as applicable, reasonable time to comment on such release, announcement or disclosure in advance of such issuance or disclosure; provided, however, that no notice is required if the disclosure is determined by the Surviving Company's legal counsel to be required under federal or state securities laws or exchange regulation applicable to Surviving Company.

7.17 **Counterparts**. This Agreement may be executed in two or more counterparts, and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

MERGING COMPANY:

EUNOMIC INC.,
a Delaware corporation

DocuSigned by:
John Nelson
13E80051D3AA4AD

By: _____
Name: John C. Nelson
Its: Chief Executive Officer

SURVIVING COMPANY:

CAVEONIX INC.,
a Florida corporation

By: _____
Name: Kaustubh Phaltankar
Its: President

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

MERGING COMPANY:

EUNOMIC INC.,
a Delaware corporation

By: _____
Name: John C. Nelson
Its: Chief Executive Officer

SURVIVING COMPANY:

CAVEONIX INC.,
a Florida corporation

By: _____
Name: Kaustubh Phaltankar
Its: President

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

SHAREHOLDERS:

DocuSigned by:
John Nelson
13E60051D3AA4AD

John C. Nelson

James Harris

Scott W. Slinker

Matthew Swartz

Donald Codling

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

SHAREHOLDERS:

_____
John C. Nelson

DocuSigned by:
_____
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James Harris

_____
Scott W. Slinker

_____
Matthew Swartz

_____
Donald Codling

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

SHAREHOLDERS:

_____
John C. Nelson

_____
James Harris

DocuSigned by:
Scott Slinker
A27ABE3FC197448...
Scott W. Slinker

_____
Matthew Swartz

_____
Donald Codling

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

SHAREHOLDERS:

_____
John C. Nelson

_____
James Harris

_____
Scott W. Slinker

DocuSigned by:
_____
50EBA32C73C3458...
Matthew Swartz

_____
Donald Codling

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

SHAREHOLDERS:

_____
John C. Nelson

_____
James Harris

_____
Scott W. Slinker

_____
Matthew Swartz

DocuSigned by:
Donald Codling
_____
Donald Codling

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

CONVERTIBLE NOTE HOLDERS:

Timothy D. Sullivan and Mary C. Sullivan, T/E

Trustee

Kaustubh Phaltankar Revocable Trust

John C. Nelson

Andrew J. Stevens

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

CONVERTIBLE NOTE HOLDERS:

_____

Timothy D. Sullivan and Mary C. Sullivan, T/E

_____

Kaustubh Phaltankar Revocable Trust

DocuSigned by:
John Nelson
13E6005+D3A44AD...

John C. Nelson

_____

Andrew J. Stevens

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

CONVERTIBLE NOTE HOLDERS:

_____

Timothy D. Sullivan and Mary C. Sullivan, T/E

_____

Kaustubh Phaltankar Revocable Trust

_____

John C. Nelson

DocuSigned by:
Andrew Stevens
81:0D752B5B134C9...

Andrew J. Stevens

f the date first

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

CONVERTIBLE NOTE HOLDERS:

Center for Innovative Technology

By: _____
Name: Ed Albino
Its: CEO

_____
Richard Gordon

_____
Daniel Wooley

_____
Robert Stratton

_____
Thomas Weithman

_____
David Ihrie

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

CONVERTIBLE NOTE HOLDERS:

Center for Innovative Technology

By: _____
Name:
Its:

DocuSigned by:
Richard Gordon
Richard Gordon

_____
Daniel Wooley

_____
Robert Stratton

_____
Thomas Weithman

_____
David Ihrie

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

CONVERTIBLE NOTE HOLDERS:

Center for Innovative Technology

By: _____
Name:
Its:

_____
Richard Gordon

DocuSigned by:
Daniel Woodley
Daniel Woodley

_____
Robert Stratton

_____
Thomas Weithman

_____
David Ihrie

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

CONVERTIBLE NOTE HOLDERS:

Center for Innovative Technology

By: _____
Name:
Its:

_____
Richard Gordon

_____
Daniel Wooley

DocuSigned by:
_____
Robert Stratton

_____
Thomas Weithman

_____
David Ihrie

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

CONVERTIBLE NOTE HOLDERS:

Center for Innovative Technology

By: _____
Name:
Its:

_____
Richard Gordon

_____
Daniel Wooley

_____
Robert Stratton

DocuSigned by:
Thomas Weithman
_____
Thomas Weithman

_____
David Ihrie

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

CONVERTIBLE NOTE HOLDERS:

Center for Innovative Technology

By: _____
Name:
Its:

_____
Richard Gordon

_____
Daniel Wooley

_____
Robert Stratton

_____
Thomas Weithman

DocuSigned by:
_____
David Harrie

Exhibit A - Pre-Closing and Post-Closing Summary Caveonix Cap Tables; Escrowed Shares

[attached.]

Pre-Closing Cap Table

Common Stock

Kaustubh Phaltankar Rev Trust	2,700,000 shares
Julia K. Phaltankar Irrev Trust	150,000 shares
Sophia P. Phaltankar Irrev Trust	150,000 shares
Timothy D. Sullivan and Mary C. Sullivan, T/E	1,800,000 shares
Alexander Sullivan	100,000 shares
Charlotte Sullivan	100,000 shares
Senthil Kumar Mohan	500,000 shares
Tusuhar Palve	100,000 shares
Timothy Ryder	100,000 shares
Total common shares	5,700,000

Series A Preferred Shares

Kaustubh Phaltankar Rev Trust	725,000 shares
Timothy D. Sullivan and Mary C. Sullivan, T/E	725,000 shares
Senthil Kumar Mohan	50,000 shares
Total Preferred Shares	1,500,000

Shares common shares reserved for Option Pool	914,000

Post-Closing Surviving Company Cap Table

Kaustubh Phaltankar Rev Trust	2,700,000 shares
Julia K. Phaltankar Irrev Trust	150,000 shares
Sophia P. Phaltankar Irrev Trust	150,000 shares
Timothy D. Sullivan and Mary C. Sullivan, T/E	1,800,000 shares
Alexander Sullivan	100,000 shares
Charlotte Sullivan	100,000 shares
Senthil Kumar Mohan	500,000 shares
Tusuhar Palve	100,000 shares
Timothy Ryder	100,000 shares
John C. Nelson	273,334 shares
James E. Harris	273,333 shares
Scott W. Slinker	273,333 shares
Donald Codling	8,000 shares
Matthew Swartz	8,000 shares
Total common shares	6,536,000

Options outstanding @$.26 exercise price:

James E. Burns	200,000 shares
Chris McLaughlin	100,000 shares
Forest M Thola	34,000 shares
Aaron Balthaser	30,000 shares
Total options outstanding	364,000

Series A Preferred Shares

Kaustubh Phaltankar Rev Trust	725,000 shares
Timothy D. Sullivan and Mary C. Sullivan, T/E	725,000 shares
Senthil Kumar Mohan	50,000 shares
Timothy D. Sullivan and Mary C. Sullivan, T/E-	75,000 shares
Kaustubh Phaltankar Revocable Trust-	75,000 shares
John C. Nelson	200,000 shares
Andrew J. Stevens	550,000 shares
CIT	136,979 shares
Richard Gordon	3,125 shares
Daniel Wooley	3,125 shares
Robert Stratton	3,125 shares
Thomas Weithman	2,083 shares
David Ihrie	1,563 shares
Total Preferred Shares	2,550,000
Shares common shares reserved for Option Pool	550,000

Surviving Company Shares to be escrowed by Merging Company Indemnifying Parties:

	Common Shares to be Escrowed
John C. Nelson	60,000
James Harris	60,000
Scott W. Slinker	60,000
TOTAL	180,000
	Series A Shares to be Escrowed
CIT	20,547
Richard Gordon	469
Daniel Wooley	469
Robert Stratton	469
Thomas Weithman	312
David Ihrie	234
Timothy D. Sullivan and Mary C. Sullivan, T/E	11,250
Kaustubh Phaltankar Revocable Trust	11,250
John C. Nelson	30,000
Andrew J. Stevens	82,500
TOTAL	157,500

Exhibit B – Merging Company Disclosure Schedule

[attached.]

EUNOMIC INC.

MERGING COMPANY DISCLOSURE SCHEDULE

This Merging Company Disclosure Schedule is being furnished by Eunomic Inc. (the "**Merging Company**") in connection with the execution and delivery of that certain Agreement and Plan of Merger, dated as of October 3, 2017 (the "**Agreement**") by and among the Merging Company, Caveonix Inc., a Florida corporation and the Shareholders and the Convertible Note Holders identified in the Agreement. Unless the context otherwise requires, all capitalized terms used in this Merging Company Disclosure Schedule shall have the respective meanings assigned to them in the Agreement. The section numbers in this Merging Company Disclosure Schedule correspond to the section numbers in the Agreement and are intended to qualify and limit the representations, warranties and covenants of the Merging Company contained in the Agreement. Notwithstanding anything to the contrary contained in this Merging Company Disclosure Schedule or in the Agreement, any matter set forth in this Merging Company Disclosure Schedule shall be deemed disclosed with respect to any other section of this Merging Company Disclosure Schedule to which the matter relates, so long as the description of such matter in this Merging Company Disclosure Schedule plainly and clearly indicates its relevance to the pertinent section. The information contained in this Disclosure Schedule is confidential, proprietary information of the Merging Company, and Caveonix shall be obligated to maintain and protect the confidentiality of such information pursuant to the Agreement.

Schedule 2.10 – Taxes

The Merging Company's 2016 Federal, Virginia, and California tax filings are near completion and expected to filed at the closing. No taxes are owed on the Federal and Virginia, and a Form 6765 tax credit of $22,814 is expected on the Federal return which is expected to apply toward immediate payroll tax credits. Tax due on the California return is $823. While the Merging Company does not have a business presence in California, it has a California payroll greater than $50,000, which necessitated filing a tax return.

Schedule 2.12 – Accounts Receivable/Payable

The Merging Company does have receivables and payables. The net amount, including the expected tax credit, is positive as of the date of the merger.

Schedule 2.14 – Intellectual Property

The Merging Company has a patent application US 2017/0078168A1 in process. The Merging Company has a technology license from Elbrys Networks, which allows a change of control, but also requires a notification of change of control. The Merging

Company uses open sources software and has provided all reports requested related to use of open source software.

Schedule 2.18 – Employees

The Merging Company has one independent contractor currently and has had additional independent contractors previously. All have signed contracts which grant the Merging Company full ownership of work product.

Schedule 2.19 – Absence of Pension Liability

The Merging Company did have a 401K, which was terminated just prior to this merger agreement.

Schedule 2.28 – Indebtedness

A net positive balance of cash, payables and receivables at closing will supplement the $135,000 payment. On September 22, 2017, the Merging Company accepted a short term loan of $23,000 from John Nelson, which will be repaid before this long term debt.

Exhibit C- Merging Company Capitalization Table

Person	Form	Shares	Share Price	%	
JE Harris	Shares	273,333	at formation	22.78%	Founders
JC Nelson	Shares	273,334	at formation	22.78%	
SW Slinker	Shares	273,333	$0.268	22.78%	
D Codling	Shares	8,000	$0.010	0.67%	Advisors
M Swartz	Shares	8,000	$0.010	0.67%	
JE Burns	Options	200,000	$0.268	16.67%	Employees
C McLaughlin	Options	100,000	$0.268	8.33%	
FM Thola	Options	34,000	$0.268	2.83%	
A Balthaser	Options	30,000	$0.268	2.50%	
	Total	1,200,000			

Outstanding Convertible Notes of Eunomic	Original Principal Amount
Andrew Stevens	$ 550,000
John Nelson	$ 200,000
CIT	$ 100,000
Kaus	$ 75,000
Tim Sullivan	$ 75,000
CIT	$ 36,979
R Gordon	$ 3,125
D Woolley	$ 3,125
B Stratton	$ 3,125
T Weithman	$ 2,083
D Ihrie	$ 1,563
	$ 1,050,000

Exhibit D - [reserved.]

Exhibit E - Articles of Merger (Florida) and Certificate of Merger (Delaware)

[attached.]

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Caveonix Inc.	Florida	P17000042557

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Eunomic Inc.	Delaware	N/A

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger 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.

Fifth: Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**

The Plan of Merger was adopted by the shareholders of the surviving corporation on September 26, 2017.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

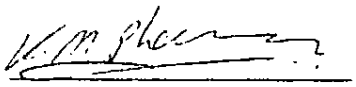
Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September 26, 2017.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Caveonix Inc.		Kaustubh Phaltankar, President and Director
Eunomic Inc.		John C. Nelson, CEO

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Caveonix Inc.		Kaustubh Phaltankar, President and Director
Eunomic Inc.	DocuSigned by: John Nelson 13E60051D3AA4AD..	John C. Nelson, CEO

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction
Caveonix Inc.	Florida

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction
Eunomic Inc.	Delaware

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger dated October 3, 2017, the terms of which are hereby incorporated herein by reference.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as set forth in the attached Agreement and Plan of Merger dated October 3, 2017, the terms of which are hereby incorporated herein by reference.

See Attached

STATE OF DELAWARE CERTIFICATE OF MERGER OF DOMESTIC CORPORATION INTO FOREIGN CORPORATION

Pursuant to Title 8. Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of each constituent corporation is **Caveonix Inc.**, a Florida corporation, and **Eunomic Inc.**, a Delaware corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8. Section 252.

THIRD: The name of the surviving corporation is **Caveonix Inc.**, a Florida corporation.

FOURTH: The Articles of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective upon the later of October 3 , 2017 and the date of the acceptance for of this Certificate of Merger by the Delaware Secretary of State.

SIXTH: The Agreement of Merger is on file at 1390 S Ocean Blvd., Apt 15F, Pompano Beach FL US 33062, the place of business of the surviving corporation.

SEVENTH: 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.

EIGHT: The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 1390 S Ocean Blvd., Apt 15F, Pompano Beach FL US 33062.

* * *

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 3rd day of October , A.D. 2017.

By: _____

Name: Kaustubh Phaltankar

Title: President and Authorized Officer

Exhibit F – [reserved.]

Exhibit G – Surviving Company's Stock Incentive Plan

[attached.]

CAVEONIX INC.
2017 EQUITY COMPENSATION PLAN

CAVEONIX INC.
2017 EQUITY COMPENSATION PLAN

The purpose of the CAVEONIX INC. 2017 Equity Compensation Plan (the "Plan") is to provide (i) designated employees of CAVEONIX INC., a Florida corporation (the "Company") and its subsidiaries, (ii) certain consultants and advisors who perform services for the Company or its subsidiaries, and (iii) non-employee members of the Board of Directors of the Company (the "Board") or its subsidiaries with the opportunity to receive grants of incentive stock options, nonqualified stock options, stock awards, stock units, stock appreciation rights and other equity-based awards. The Company believes that the Plan will encourage the participants to contribute materially to the growth of the Company, thereby benefiting the Company's stockholders, and will align the economic interests of the participants with those of the stockholders.

SECTION 1 Administration

(a) Committee. The Plan shall be administered and interpreted by the Board or by a committee consisting of members of the Board, which shall be appointed by the Board. However, the Board shall approve and administer all grants made to non-employee directors. The committee may delegate authority to one or more subcommittees, as it deems appropriate. To the extent the Board, committee or subcommittee administers the Plan, references in the Plan to the "Committee" shall be deemed to refer to such Board, committee or subcommittee.

(b) Committee Authority. The Committee shall have the sole authority to: (i) determine the individuals to whom grants shall be made under the Plan; (ii) determine the type, size and terms of the grants to be made to each such individual; (iii) determine the time when the grants will be made and the duration of any applicable exercise or restriction period, including the criteria for exercisability and the acceleration of exercisability; (iv) amend the terms of any previously issued grant; and (v) deal with any other matters arising under the Plan.

(c) Committee Determinations. The Committee shall have full power and authority to administer and interpret the Plan, to make factual determinations and to adopt or amend such rules, regulations, agreements and instruments for implementing the Plan and for the conduct of its business as it deems necessary or advisable, in its sole discretion. The Committee's interpretations of the Plan and all determinations made by the Committee pursuant to the powers vested in it hereunder shall be conclusive and binding on all persons having any interest in the Plan or in any awards granted hereunder. All powers of the Committee shall be executed in its sole discretion, in the best interest of the Company, not as a fiduciary, and in keeping with the objectives of the Plan and need not be uniform as to similarly situated individuals.

SECTION 2 Grants

Awards under the Plan may consist of grants of incentive stock options as described in Section 5 ("Incentive Stock Options"), nonqualified stock options as described in Section 5 ("Nonqualified Stock Options") (Incentive Stock Options and Nonqualified Stock Options are collectively referred to as "Options"), stock awards as described in Section 6 ("Stock Awards"), stock units as described in Section 7 ("Stock Units"), stock appreciation rights as described in Section 8 ("SARs"), and other equity-based awards as described in Section 9 ("Other Equity

Awards") (collectively referred to herein as "Grants"). All Grants shall be subject to the terms and conditions set forth herein and to such other terms and conditions consistent with this Plan as the Committee deems appropriate and as are specified in writing by the Committee to the individual in a grant instrument or an amendment to the grant instrument (the "Grant Instrument"). All Grants shall be made conditional upon the Grantee's (as defined below in Section 4(b)) acknowledgement, in writing or by acceptance of the Grant, that all decisions and determinations of the Committee shall be final and binding on the Grantee, his beneficiaries and any other person having or claiming an interest under such Grant. Grants under a particular Section of the Plan need not be uniform as among the Grantees.

SECTION 3 Shares Subject to the Plan

(a) Shares Authorized. Subject to adjustment as described below, the aggregate number of shares of the Company's Common Stock, $.01 par value per share ("Common Stock") that may be issued or transferred under the Plan is 914,000 shares. The Common Stock shall collectively be referred to as the "Company Stock".

(b) Determination of Authorized Shares. The shares may be authorized but unissued shares of Company Stock or reacquired shares of Company Stock. If and to the extent Options or SARs granted under the Plan terminate, expire, or are canceled, forfeited, exchanged or surrendered without having been exercised or if any Stock Awards, Stock Units, or Other Equity Awards are forfeited, the Company Stock subject to such Grants shall again be available for purposes of the Plan.

(c) Adjustments. If there is any change in the number or kind of shares of Company Stock outstanding (i) by reason of a stock dividend, spinoff, recapitalization, stock split, or combination or exchange of shares, (ii) by reason of a merger, reorganization or consolidation, (iii) by reason of a reclassification or change in par value, or (iv) by reason of any other extraordinary or unusual event affecting the outstanding Company Stock as a class without the Company's receipt of consideration, or if the value of outstanding shares of Company Stock is substantially reduced as a result of a spinoff or the Company's payment of an extraordinary dividend or distribution, the maximum number of shares of Company Stock available for issuance under the Plan, the maximum number of shares of Company Stock for which any individual may receive Grants in any year, the kind and number of shares covered by outstanding Grants, the kind and number of shares issued and to be issued under the Plan, and the price per share or the applicable market value of such Grants shall be equitably adjusted by the Committee, in such a manner as the Committee deems appropriate, to reflect any increase or decrease in the number of, or change in the kind or value of, the issued shares of Company Stock to preclude, to the extent practicable, the enlargement or dilution of rights and benefits under the Plan and such outstanding Grants; provided, however, that any fractional shares resulting from such adjustment shall be eliminated. In addition, in the event of a Change of Control of the Company, the provisions of Section 13 of the Plan shall apply. Any adjustments to outstanding Grants shall be consistent with section 409A or 424 of the Internal Revenue Code of 1986 as amended (the "Code"), to the extent applicable. Any adjustments determined by the Committee shall be final, binding and conclusive.

SECTION 4 Eligibility for Participation

(a) Eligible Persons. All employees of the Company and its subsidiaries ("Employees"), including Employees who are officers or members of the Board, and members of the Board who are not Employees ("Non-Employee Directors") shall be eligible to participate in the Plan. Consultants and advisors who perform services for the Company or any of its subsidiaries ("Key Advisors") shall be eligible to participate in the Plan if the Key Advisors render bona fide services to the Company or its subsidiaries, the services are not in connection with the offer and sale of securities in a capital-raising transaction and the Key Advisors do not directly or indirectly promote or maintain a market for the Company's securities.

(b) Selection of Grantees. The Committee shall select the Employees, Non-Employee Directors and Key Advisors to receive Grants and shall determine the number of shares of Company Stock subject to a particular Grant in such manner as the Committee determines. Employees, Key Advisors and Non-Employee Directors who receive Grants under this Plan shall be referred to herein as "Grantees."

SECTION 5 Options

The Committee may grant Options to an Employee, Non-Employee Director or Key Advisor, upon such terms as the Committee deems appropriate. The following provisions are applicable to Options:

(a) Number of Shares. The Committee shall determine the number of shares of Company Stock that will be subject to each Grant of Options to Employees, Non-Employee Directors and Key Advisors.

(b) Type of Option and Price.

(i) The Committee may grant Incentive Stock Options that are intended to qualify as "incentive stock options" within the meaning of section 422 of the Code or Nonqualified Stock Options that are not intended so to qualify or any combination of Incentive Stock Options and Nonqualified Stock Options, all in accordance with the terms and conditions set forth herein. Incentive Stock Options may be granted only to Employees. Nonqualified Stock Options may be granted to Employees, Non-Employee Directors and Key Advisors.

(ii) The purchase price (the "Exercise Price") of Company Stock subject to an Option shall be determined by the Committee and may be equal to or greater than the Fair Market Value (as defined below in Section 5(b)(iii)) of a share of Company Stock on the date the Option is granted. However, an Incentive Stock Option may not be granted to an Employee who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of Company Stock or any subsidiary of the Company, unless the Exercise Price per share is not less than 110% of the Fair Market Value of Company Stock on the date of grant.

(iii) "Fair Market Value" of Company Stock means the fair market value per share of the Company Stock as determined by the Committee in its sole discretion and in good faith through reasonable application of any reasonable valuation method permitted under the Code.

(c) Option Term. The Committee shall determine the term of each Option. The term of any Option shall not exceed ten years from the date of grant. However, an Incentive Stock Option that is granted to an Employee who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of Company Stock, or any subsidiary of the Company, may not have a term that exceeds five years from the date of grant.

(d) Exercisability of Options.

(i) Options shall become exercisable in accordance with such terms and conditions, consistent with the Plan, as may be determined by the Committee and specified in the Grant Instrument. The Committee may accelerate the exercisability of any or all outstanding Options at any time for any reason.

(ii) The Committee may provide in a Grant Instrument that the Grantee may elect to exercise part or all of an Option before it otherwise has become exercisable. Any shares so purchased shall be restricted shares and shall be subject to a repurchase right in favor of the Company during a specified restriction period, with the repurchase price equal to the lesser of (A) the Exercise Price or (B) the Fair Market Value of such shares at the time of repurchase, or such other restrictions as the Committee deems appropriate.

(e) Grants to Non-Exempt Employees. Notwithstanding the foregoing, Options granted to persons who are non-exempt employees under the Fair Labor Standards Act of 1938, as amended, may not be exercisable for at least six months after the date of grant (except that such Options may become exercisable, as determined by the Committee, upon the Grantee's death, Disability (as defined below in Section 5(f)(vi)(C)) or retirement, or upon a Change of Control or other circumstances permitted by applicable regulations).

(f) Termination of Employment, Disability or Death.

(i) Except as provided below, an Option may only be exercised while the Grantee is employed by, or providing service to, the Employer (as defined below in Section 5(f)(vi)(A)) as an Employee, Key Advisor or member of the Board.

(ii) In the event that a Grantee ceases to be employed by, or provide service to, the Employer for any reason other than on account of the Grantee's Disability, death, or termination for Cause (as defined below in Section 5(f)(vi)(D)), any Option which is otherwise exercisable by the Grantee shall terminate unless exercised within 90 days after the date on which the Grantee ceases to be employed by, or provide service to, the Employer (or within such other period of time as may be specified by the Committee), but in any event no later than the date of expiration of the Option term. Except as otherwise provided by the Committee, any of the Grantee's Options that are not otherwise exercisable as of the date on which the Grantee ceases to be employed by, or provide service to, the Employer shall terminate as of such date.

(iii) In the event the Grantee ceases to be employed by, or provide service to, the Employer on account of a termination for Cause by the Employer, any Option held by the Grantee shall terminate as of the date the Grantee ceases to be employed by, or provide service to, the Employer. In addition, notwithstanding any other provisions of this Section 5, if the Committee determines that the Grantee has engaged in conduct that constitutes Cause at any time while the

Grantee is employed by, or providing service to, the Employer or after the Grantee's termination of employment or service, any Option held by the Grantee shall immediately terminate and the Grantee shall automatically forfeit all Company Stock underlying any exercised portion of an Option for which the Company has not yet delivered the share certificates, upon refund by the Company of the Exercise Price paid by the Grantee for such shares. Upon any exercise of an Option, the Company may withhold delivery of share certificates pending resolution of an inquiry that could lead to a finding resulting in a forfeiture.

(iv) In the event the Grantee ceases to be employed by, or provide service to, the Employer on account of the Grantee's Disability, any Option which is otherwise exercisable by the Grantee shall terminate unless exercised within one year after the date on which the Grantee ceases to be employed by, or provide service to, the Employer (or within such other period of time as may be specified by the Committee), but in any event no later than the date of expiration of the Option term. Except as otherwise provided by the Committee, any of the Grantee's Options which are not otherwise exercisable as of the date on which the Grantee ceases to be employed by, or provide service to, the Employer shall terminate as of such date.

(v) If the Grantee dies while employed by, or providing service to, the Employer or within 90 days after the date on which the Grantee ceases to be employed or provide service on account of a termination specified in Section 5(f)(ii) above (or within such other period of time as may be specified by the Committee), any Option that is otherwise exercisable by the Grantee shall terminate unless exercised within one year after the date on which the Grantee ceases to be employed by, or provide service to, the Employer (or within such other period of time as may be specified by the Committee), but in any event no later than the date of expiration of the Option term. Except as otherwise provided by the Committee, any of the Grantee's Options that are not otherwise exercisable as of the date on which the Grantee ceases to be employed by, or provide service to, the Employer shall terminate as of such date.

(vi) For purposes of the Plan:

(A) The term "Employer" shall mean the Company and its subsidiaries, as determined by the Committee.

(B) "Employed by, or provide service to, the Employer" shall mean employment or service as an Employee, Key Advisor or member of the Board (so that, for purposes of exercising Options and satisfying conditions with respect to other Grants, a Grantee shall not be considered to have terminated employment or service until the Grantee ceases to be an Employee, Key Advisor and member of the Board), unless the Committee determines otherwise.

(C) "Disability" shall mean a Grantee's becoming disabled within the meaning of section 22(e)(3) of the Code, within the meaning of the Employer's long-term disability plan applicable to the Grantee, or as otherwise determined by the Committee.

(D) "Cause" shall mean, except to the extent otherwise specified by the Committee, a finding by the Committee that the Grantee (I) has materially breached his or her employment or service contract with the Employer, which breach has not been

remedied by the Grantee after written notice has been provided to the Grantee of such breach, (II) has engaged in disloyalty to the Employer, including, without limitation, fraud, embezzlement, theft, commission of a felony or proven dishonesty, (III) has disclosed trade secrets or confidential information of the Employer to persons not entitled to receive such information, (IV) has breached any written non-competition or non-solicitation agreement between the Grantee and the Employer, or (V) has engaged in such other behavior detrimental to the interests of the Employer as the Committee determines.

(g) Exercise of Options. A Grantee may exercise an Option that has become exercisable, in whole or in part, by delivering a notice of exercise to the Company. The Grantee shall pay the Exercise Price for an Option as specified by the Committee (i) in cash, (ii) with the approval of the Committee, by delivering shares of Company Stock owned by the Grantee (including Company Stock acquired in connection with the exercise of an Option, subject to such restrictions as the Committee deems appropriate) and having a Fair Market Value on the date of exercise equal to the Exercise Price or by attestation (on a form prescribed by the Committee) to ownership of shares of Company Stock having a Fair Market Value on the date of exercise equal to the Exercise Price, (iii) after a Public Offering (as defined below in Section 20) of the Company's stock, payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board, or (iv) by such other method as the Committee may approve. Shares of Company Stock used to exercise an Option shall have been held by the Grantee for the requisite period of time to avoid adverse accounting consequences to the Company with respect to the Option. The Grantee shall pay the Exercise Price and the amount of any withholding tax due (pursuant to Section 10) at such time as may be specified by the Committee. In addition, to the extent an Option is at the time exercisable for vested shares of Company Stock, all or any part of that vested portion may be surrendered to the Company for an appreciation distribution payable in shares of Company Stock with a Fair Market Value at the time of the Option surrender equal to the dollar amount by which the then Fair Market Value of the shares of Company Stock subject to the surrendered portion exceeds the aggregate Exercise Price payable for those shares.

(h) Limits on Incentive Stock Options. Each Incentive Stock Option shall provide that, if the aggregate Fair Market Value of the Company Stock on the date of the grant with respect to which Incentive Stock Options are exercisable for the first time by a Grantee during any calendar year, under the Plan or any other stock option plan of the Company or a subsidiary, exceeds $100,000, then the Option, as to the excess, shall be treated as a Nonqualified Stock Option. An Incentive Stock Option shall not be granted to any person who is not an Employee of the Company.

SECTION 6 Stock Awards

The Committee may issue or transfer shares of Company Stock to an Employee, Non-Employee Director or Key Advisor under a Stock Award, upon such terms as the Committee deems appropriate. The following provisions are applicable to Stock Awards:

(a) General Requirements. Shares of Company Stock issued or transferred pursuant to Stock Awards may be issued or transferred for cash consideration or for no cash consideration, and subject to restrictions or no restrictions, as determined by the Committee. The Committee may, but shall not be required to, establish conditions under which restrictions on Stock Awards shall lapse over a period of time or according to such other criteria as the Committee deems appropriate, including, without limitation, restrictions based upon the achievement of specific performance

goals. The period of time during which the Stock Awards will remain subject to restrictions will be designated in the Grant Instrument as the "Restriction Period."

(b) Number of Shares. The Committee shall determine the number of shares of Company Stock to be issued or transferred pursuant to a Stock Award and the restrictions applicable to such shares.

(c) Requirement of Employment or Service. Unless the Committee determines otherwise, if the Grantee ceases to be employed by, or provide service to, the Employer during a period designated in the Grant Instrument as the Restriction Period, or if other specified conditions are not met, the Stock Award shall terminate as to all shares covered by the Grant as to which the restrictions have not lapsed, and those shares of Company Stock must be immediately returned to the Company. The Committee may, however, provide for complete or partial exceptions to this requirement as it deems appropriate.

(d) Restrictions on Transfer and Legend on Stock Certificate. During the Restriction Period, a Grantee may not sell, assign, transfer, pledge or otherwise dispose of the shares of a Stock Award except to a successor under Section 11(a). Each certificate for a share of a Stock Award shall contain a legend giving appropriate notice of the restrictions in the Grant pursuant to this Plan. The Grantee shall be entitled to have the legend with regard to the restrictions pursuant to this Plan removed from the stock certificate covering the shares subject to restrictions when all restrictions on such shares have lapsed. The Committee may determine that the Company will not issue certificates for Stock Awards until all restrictions on such shares have lapsed, or that the Company will retain possession of certificates for shares of Stock Awards until all restrictions on such shares have lapsed.

(e) Right to Vote and to Receive Dividends. Unless the Committee determines otherwise, during the Restriction Period, the Grantee shall have the right to vote shares of Stock Awards (to the extent applicable) and to receive any dividends or other distributions paid on such shares, subject to any restrictions deemed appropriate by the Committee, including, without limitation, the achievement of specific performance goals.

(f) Lapse of Restrictions. All restrictions imposed on Stock Awards shall lapse upon the expiration of the applicable Restriction Period and the satisfaction of all conditions imposed by the Committee. The Committee may determine, as to any or all Stock Awards, that the restrictions shall lapse without regard to any Restriction Period.

SECTION 7 Stock Units

The Committee may grant Stock Units representing one or more shares of Company Stock to an Employee, Non-Employee Director or Key Advisor, upon such terms and conditions as the Committee deems appropriate. The following provisions are applicable to Stock Units:

(a) Crediting of Units. Each Stock Unit shall represent the right of the Grantee to receive an amount based on the value of a share of Company Stock, if specified conditions are met. All Stock Units shall be credited to bookkeeping accounts established on the Company's records for purposes of the Plan.

(b) Terms of Stock Units. The Committee may grant Stock Units that are payable if specified performance goals or other conditions are met, or under other circumstances. Stock Units may be paid at the end of a specified performance period or other period, or payment may be deferred to a date authorized by the Committee. The Committee shall determine the number of Stock Units to be granted and the requirements applicable to such Stock Units.

(c) Requirement of Employment or Service. Unless the Committee determines otherwise, if the Grantee ceases to be employed by, or provide service to, the Employer during a specified period, or if other conditions established by the Committee are not met, the Grantee's Stock Units shall be forfeited. The Committee may, however, provide for complete or partial exceptions to this requirement as it deems appropriate.

(d) Payment With Respect to Stock Units. Payments with respect to Stock Units may be made in cash, in Company Stock, or in a combination of the two, as determined by the Committee.

SECTION 8 Stock Appreciation Rights

The Committee may grant SARs to an Employee, Non-Employee Director or Key Advisor separately or in tandem with any Option. The following provisions are applicable to SARs:

(a) Base Amount. The Committee shall establish the base amount of the SAR at the time the SAR is granted. The base amount of each SAR shall not be less than the Fair Market Value of a share of Company Stock on the date of Grant of the SAR.

(b) Tandem SARs. In the case of tandem SARs, the number of SARs granted to a Grantee that shall be exercisable during a specified period shall not exceed the number of shares of Company Stock that the Grantee may purchase upon the exercise of the related Option during such period. Upon the exercise of an Option, the SARs relating to the Company Stock covered by such Option shall terminate. Upon the exercise of SARs, the related Option shall terminate to the extent of an equal number of shares of Company Stock.

(c) Exercisability. An SAR shall be exercisable during the period specified by the Committee in the Grant Instrument and shall be subject to such vesting and other restrictions as may be specified in the Grant Instrument. The Committee may accelerate the exercisability of any or all outstanding SARs at any time for any reason. SARs may only be exercised while the Grantee is employed by, or providing service to, the Employer or during the applicable period after termination of employment or service as described in Section 5(e) above. A tandem SAR shall be exercisable only during the period when the Option to which it is related is also exercisable.

(d) Grants to Non-Exempt Employees. Notwithstanding the foregoing, SARs granted to persons who are non-exempt employees under the Fair Labor Standards Act of 1938, as amended, may not be exercisable for at least six months after the date of grant (except that such SARs may become exercisable, as determined by the Committee, upon the Grantee's death, Disability or retirement, or upon a Change of Control or other circumstances permitted by applicable regulations).

(e) Value of SARs. When a Grantee exercises SARs, the Grantee shall receive in settlement of such SARs an amount equal to the value of the stock appreciation for the number of SARs exercised. The stock appreciation for an SAR is the amount by which the Fair Market Value of the underlying Company Stock on the date of exercise of the SAR exceeds the base amount of the SAR as described in subsection (a).

(f) Form of Payment. The appreciation in an SAR shall be paid in shares of Company Stock, cash or any combination of the foregoing, as the Committee shall determine. For purposes of calculating the number of shares of Company Stock to be received, shares of Company Stock shall be valued at their Fair Market Value on the date of exercise of the SAR.

SECTION 9 Other Equity Awards

The Committee may grant Other Equity Awards, which are awards (other than those described in Sections 5, 6, 7 and 8 of the Plan) that are based on, measured by or payable in Company Stock, including, without limitation, stock appreciation rights, to any Employee, Non-Employee Director or Key Advisor, on such terms and conditions as the Committee shall determine. Other Equity Awards may be awarded subject to the achievement of performance goals or other conditions and may be payable in cash, Company Stock or any combination of the foregoing, as the Committee shall determine.

SECTION 10 Withholding of Taxes

(a) Required Withholding. All Grants under the Plan shall be subject to applicable federal (including FICA), state and local tax withholding requirements. The Employer may require that the Grantee or other person receiving or exercising Grants pay to the Employer the amount of any federal, state or local taxes that the Employer is required to withhold with respect to such Grants, or the Employer may deduct from other wages paid by the Employer the amount of any withholding taxes due with respect to such Grants.

(b) Election to Withhold Shares. If the Committee so permits, a Grantee may elect to satisfy the Employer's tax withholding obligation with respect to Grants paid in Company Stock by having shares withheld up to an amount that does not exceed the minimum applicable withholding tax rate for federal (including FICA), state and local tax liabilities. The election must be in a form and manner prescribed by the Committee and may be subject to the prior approval of the Committee.

SECTION 11 Transferability of Grants

(a) Nontransferability of Grants. Except as provided below, only the Grantee may exercise rights under a Grant during the Grantee's lifetime. A Grantee may not transfer those rights except (i) by will or by the laws of descent and distribution or (ii) with respect to Grants other than Incentive Stock Options, if permitted in any specific case by the Committee, pursuant to a domestic relations order or otherwise as permitted by the Committee. When a Grantee dies, the personal representative or other person entitled to succeed to the rights of the Grantee may exercise such

rights. Any such successor must furnish proof satisfactory to the Company of his or her right to receive the Grant under the Grantee's will or under the applicable laws of descent and distribution.

(b) Transfer of Nonqualified Stock Options. Notwithstanding the foregoing, the Committee may provide, in a Grant Instrument, that a Grantee may transfer Nonqualified Stock Options to family members, or one or more trusts or other entities for the benefit of or owned by family members, consistent with the applicable securities laws, according to such terms as the Committee may determine; provided that the Grantee receives no consideration for the transfer of an Option and the transferred Option shall continue to be subject to the same terms and conditions as were applicable to the Option immediately before the transfer.

SECTION 12 Right of First Refusal; Repurchase Right

(a) Offer. Prior to a Public Offering, if at any time an individual desires to sell, encumber, or otherwise dispose of shares of Company Stock that were distributed to him or her under this Plan and that are transferable, the individual may do so only pursuant to a bona fide written offer, and the individual shall first offer the shares to the Company by giving the Company written notice disclosing: (i) the name of the proposed transferee of the Company Stock, (ii) the certificate number and number of shares of Company Stock proposed to be transferred or encumbered, (iii) the proposed price, (iv) all other terms of the proposed transfer, and (v) a written copy of the proposed offer. Within 60 days after receipt of such notice, the Company shall have the option to purchase all or part of such Company Stock at the price and on the terms described in the written notice; provided that the Company may pay such price in installments over a period not to exceed five years, at the discretion of the Committee.

(b) Sale. In the event the Company (or a stockholder, as described below) does not exercise the option to purchase Company Stock, as provided above, the individual shall have the right to sell, encumber, or otherwise dispose of the shares of Company Stock described in subsection (a) at the price and on the terms of the transfer set forth in the written notice to the Company, provided such transfer is effected within 15 days after the expiration of the option period. If the transfer is not effected within such period, the Company must again be given an option to purchase, as provided above.

(c) Assignment of Rights. The Board, in its sole discretion, may waive the Company's right of first refusal and repurchase right under this Section 12. If the Company's right of first refusal or repurchase right is so waived, the Board may, in its sole discretion, assign such right to the remaining stockholders of the Company in the same proportion that each stockholder's stock ownership bears to the stock ownership of all the stockholders of the Company, as determined by the Board. To the extent that a stockholder has been given such right and does not purchase his or her allotment, the other stockholders shall have the right to purchase such allotment on the same basis.

(d) Purchase by the Company. Prior to a Public Offering, if a Grantee ceases to be employed by, or provide service to, the Employer, the Company shall have the right to purchase all or part of any Company Stock distributed to the Grantee under this Plan at its then current Fair Market Value or at such other price as may be established in the Grant Instrument; provided, however, that such repurchase shall be made in accordance with applicable accounting rules to

avoid adverse accounting treatment; provided further that the Company may pay such price in installments over a period not to exceed four years, at the discretion of the Committee.

(e) Public Offering. On and after a Public Offering, the Company shall have no further right to purchase shares of Company Stock under this Section 12. The requirements of this Section 12 shall lapse and cease to be effective upon a Public Offering.

(f) Stockholder's Agreement. Notwithstanding the provisions of this Section 12, if the Committee requires that a Grantee execute a stockholder's agreement with respect to any Company Stock distributed pursuant to this Plan, which contains a right of first refusal or repurchase right, the provisions of this Section 12 shall not apply to such Company Stock, unless the Committee determines otherwise.

SECTION 13 Change of Control of the Company

(a) Change of Control. As used herein, a "Change of Control" shall be deemed to have occurred if:

(i) Any "person," as such term is used in sections 13(d) and 14(d) of Securities Exchange Act of 1934, as amended (the "Exchange Act") (other than a person who is a stockholder of the Company on the effective date of the Plan) becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the voting power of the then outstanding securities of the Company; provided that a Change of Control shall not be deemed to occur as a result of a transaction in which the Company becomes a subsidiary of another corporation and in which the stockholders of the Company, immediately prior to the transaction, will beneficially own, immediately after the transaction, shares entitling such stockholders to more than 50% of all votes to which all stockholders of the parent corporation would be entitled in the election of directors; or

(ii) The consummation of (A) a merger or consolidation of the Company with another corporation where the stockholders of the Company, immediately prior to the merger or consolidation, will not beneficially own, immediately after the merger or consolidation, shares entitling such stockholders to more than 50% of all votes to which all stockholders of the surviving corporation would be entitled in the election of directors, (B) a sale or other disposition of all or substantially all of the assets of the Company, or (C) a liquidation or dissolution of the Company.

(b) Other Definition. The Committee may modify the definition of Change of Control for a particular Grant as the Committee deems appropriate to comply with section 409A of the Code or otherwise.

SECTION 14 Consequences of a Change of Control

(a) No Acceleration. Upon a Change of Control, unless the Committee determines otherwise, (i) outstanding Options and SARs shall not accelerate or otherwise become exercisable, and (ii) there will be no accelerated vesting of outstanding Stock Awards, Stock Units or Other Equity Awards.

(b) Other Alternatives. In the event of a Change of Control, the Committee may take any of the following actions with respect to any or all outstanding Grants: the Committee may (i) determine that all outstanding Options and SARs that are not exercised shall be assumed by, or replaced with comparable options by the surviving corporation (or a parent or subsidiary of the surviving corporation), and other outstanding Grants that remain in effect after the Change of Control shall be converted to similar grants of the surviving corporation (or a parent or subsidiary of the surviving corporation), (ii) require that Grantees surrender their outstanding Options and SARs in exchange for one or more payments, in cash or Company Stock as determined by the Committee, in an amount, if any, equal to the amount by which the then Fair Market Value of the shares of Company Stock subject to the Grantee's unexercised Options and SARs exceeds the Exercise Price or base amount of the Options and SARs, on such terms as the Committee determines, or (iii) after giving Grantees an opportunity to exercise their outstanding Options and SARs, terminate any or all unexercised Options and SARs at such time as the Committee deems appropriate. Such assumption, surrender or termination shall take place as of the date of the Change of Control or such other date as the Committee may specify.

SECTION 15 Limitations on Issuance or Transfer of Shares

(a) Stockholder's Agreement. The Committee may require that a Grantee execute a stockholder's agreement, with such terms as the Committee deems appropriate, with respect to any Company Stock issued or distributed pursuant to this Plan.

(b) Limitations on Issuance or Transfer of Shares. No Company Stock shall be issued or transferred in connection with any Grant hereunder unless and until all legal requirements applicable to the issuance or transfer of such Company Stock have been complied with to the satisfaction of the Committee. The Committee shall have the right to condition any Grant made to any Grantee hereunder on such Grantee's undertaking in writing to comply with such restrictions on his or her subsequent disposition of such shares of Company Stock as the Committee shall deem necessary or advisable, and certificates representing such shares may be legended to reflect any such restrictions. Certificates representing shares of Company Stock issued or transferred under the Plan will be subject to such stop-transfer orders and other restrictions as may be required by applicable laws, regulations and interpretations, including any requirement that a legend be placed thereon.

(c) Lock-Up Period. If so requested by the Company or any representative of the underwriters (the "Managing Underwriter") in connection with any underwritten offering of securities of the Company, a Grantee (including any successor or assigns) shall not sell or otherwise transfer any shares or other securities of the Company during the 30 day period preceding, and during such period as may be requested by the Managing Underwriter or the Company following, the effective date of a registration statement filed by the Company for such underwriting (the "Market Standoff Period"). In no event, however, shall such Market Standoff Period exceed 180 days following the effective date of such registration statement plus such additional period as may be requested by the Company or the Managing Underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the Financial Industry Regulatory Authority and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Company may impose

stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Standoff Period. Each Grantee (including any successor assigns) further agrees to execute such agreements as may be requested by the Company or the Managing Underwriter in connection with such underwritten offering as are consistent with this Section 15(c) or that are necessary to give further effect thereto.

SECTION 16 Amendment and Termination of the Plan

(a) Amendment. The Board may amend or terminate the Plan at any time; provided, however, that the Board shall not amend the Plan without stockholder approval if such approval is required in order to comply with the Code or to other applicable law.

(b) Termination of Plan. The Plan shall terminate on the day immediately preceding the tenth anniversary of its effective date, unless the Plan is terminated earlier by the Board or is extended by the Board with the approval of the stockholders.

(c) Termination and Amendment of Outstanding Grants. A termination or amendment of the Plan that occurs after a Grant is made shall not materially impair the rights of a Grantee unless the Grantee consents or unless the Committee acts under Section 21(b). The termination of the Plan shall not impair the power and authority of the Committee with respect to an outstanding Grant. Whether or not the Plan has terminated, an outstanding Grant may be terminated or amended under Section 21(b) or may be amended by agreement of the Company and the Grantee consistent with the Plan.

(d) Governing Document. The Plan shall be the controlling document. No other statements, representations, explanatory materials or examples, oral or written, may amend the Plan in any manner. The Plan shall be binding upon and enforceable against the Company and its successors and assigns.

SECTION 17 Funding of the Plan

This Plan shall be unfunded. The Company shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any Grants under this Plan.

SECTION 18 Rights of Participants

Nothing in this Plan shall entitle any Employee, Key Advisor, Non-Employee Director or other person to any claim or right to be granted a Grant under this Plan. Neither this Plan nor any action taken hereunder shall be construed as giving any individual any rights to be retained by or in the employ of the Employer or any other employment rights.

SECTION 19 No Fractional Shares

No fractional shares of Company Stock shall be issued or delivered pursuant to the Plan or any Grant. The Committee shall determine whether cash, other awards or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

SECTION 20 Effective Date of the Plan

(a) Effective Date. The Plan shall be effective as of September 26, 2017, subject to stockholder approval of the Plan, within 12 months before or after its adoption by the Board.

(b) Public Offering. The provisions of the Plan that refer to a Public Offering shall be effective, if at all, upon the initial registration of the Company Stock under section 12(g) of the Exchange Act, and shall remain effective thereafter for so long as such stock is so registered.

SECTION 21 Miscellaneous

(a) Grants in Connection with Corporate Transactions and Otherwise. Nothing contained in this Plan shall be construed to (i) limit the right of the Committee to make Grants under this Plan in connection with the acquisition, by purchase, lease, merger, consolidation or otherwise, of the business or assets of any corporation, firm or association, including Grants to employees thereof who become Employees, or for other proper corporate purposes, or (ii) limit the right of the Company to grant stock options or make other awards outside of this Plan. Without limiting the foregoing, the Committee may make a Grant to an employee, director or advisor of another corporation who becomes an Employee, Non-Employee Director or Key Advisor by reason of a corporate merger, consolidation, acquisition of stock or property, reorganization or liquidation involving the Company, the parent or any of their subsidiaries in substitution for a stock option or stock awards grant made by such corporation. The terms and conditions of the substitute grants may vary from the terms and conditions required by the Plan and from those of the substituted stock incentives. The Committee shall prescribe the provisions of the substitute grants.

(b) Compliance with Law. The Plan, the exercise of Options and the obligations of the Company to issue or transfer shares of Company Stock under Grants shall be subject to all applicable laws and to approvals by any governmental or regulatory agency as may be required. After a Public Offering of the Company, with respect to persons subject to section 16 of the Exchange Act, it is the intent of the Company that the Plan and all transactions under the Plan comply with all applicable provisions of Rule 16b-3 or its successors under the Exchange Act and section 162(m) of the Code. It is the intent of the Company that the Plan and Incentive Stock Options granted under the Plan comply with the applicable provisions of section 422 of the Code and that, to the extent applicable, Grants made under the Plan comply with the requirements of section 409A of the Code and the regulations thereunder. To the extent that any legal requirement as set forth in the Plan ceases to be required under applicable law, the Committee may determine that such Plan provision shall cease to apply. The Committee may revoke any Grant if it is contrary to law or modify a Grant or the Plan to bring a Grant or the Plan into compliance with any applicable law or regulation.

(c) Employees Subject to Taxation Outside the United States. With respect to Grantees who are subject to taxation in countries other than the United States, the Committee may make Grants on such terms and conditions as the Committee deems appropriate to comply with the laws of the applicable countries, and the Committee may create such procedures, addenda and subplans and make such modifications as may be necessary or advisable to comply with such laws.

(d) Governing Law. The validity, construction, interpretation and effect of the Plan and Grant Instruments issued under the Plan shall be governed and construed by and determined in accordance with the laws of Florida without giving effect to the conflict of laws provisions thereof.

(e) Financial Statements. In the event there are at any time 500 or more holders of outstanding Options under the Plan, the Company shall provide to each such Option holder, at the time the outstanding Options first become held by 500 holders and at successive six (6) month intervals thereafter, financial statements that meet the requirements of Rule 701(e)(4) under the Securities Act of 1933, as amended and that are at the time of distribution not more than one hundred and eighty (180) days old. Such obligation shall continue until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or (if earlier) no longer relies on the exemption from such reporting requirements provided by Rule 12h-1(g) under the Exchange Act.