

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): August 25, 2020

REIGN RESOURCES CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or other jurisdiction of incorporation)

333-204486
(Commission File Number)

47-2573116
(IRS Employer Identification No.)

9465 Wilshire Boulevard
Beverly Hills, CA
(Address of principal executive offices)

90212
(Zip Code)

Registrant's telephone number, including area code: (213) 457-3772

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
None	None	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On August 25, 2020, Reign Resources Corporation, a Delaware corporation (the “Registrant”) executed a Share Exchange Agreement (the “Agreement”) with Sigyn Therapeutics, Inc., a Delaware corporation (“Sigyn”), whereby the Registrant will acquire 100% of the of the issued and outstanding shares of common stock of Sigyn, in exchange for a total of 75% of the fully paid and nonassessable shares of the Registrant’s common stock outstanding immediately following the Closing of the Agreement (the “Acquisition”).

Upon the Closing of, and as a result of, the Acquisition, Sigyn will become a wholly-owned subsidiary of the Registrant, and following the consummation of the Acquisition and giving effect to the issuance of the Registrant’s shares of common stock as part of the Acquisition, as well as additional shares of common stock to be issued to noteholders and warrant holders of both the Registrant and Sigyn, the stockholders of Sigyn will beneficially own approximately Seventy-five percent (75%) of the issued and outstanding Common Stock of the Registrant on a fully diluted basis. In addition, in connection with the Acquisition, the two principals of Sigyn will be appointed to serve as members of the Registrant’s board of directors. The parties have taken the actions necessary to provide that the Acquisition is treated as a “tax free exchange” under Section 368 of the Internal Revenue Code of 1986, as amended. The Agreement contains customary representations, warranties and covenants of the Registrant and Sigyn for like transactions. The Acquisition will close upon the completion of various closing conditions as further described in the Agreement (the “Closing Date”). The shares of the Registrant’s common stock to be issued in connection with the Acquisition will not be registered under the Securities Act, and will be issued in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”). Certificates representing these shares will contain a legend stating the restrictions applicable to such shares.

The Company intends to file financial statements of Sigyn in an amendment to this Current Report on Form 8-K no later than 71 days from the Closing Date. The foregoing descriptions of the above referenced agreements do not purport to be complete. For an understanding of their terms and provisions, reference should be made to the Agreement attached as Exhibit 10.1 to this Current Report on Form 8-K. A copy of the press release dated August 31, 2020, announcing the Acquisition, is attached to this Form 8-K as Exhibit 99.1 and incorporated herein by reference.

Item 8.01 Other Events

On November 14, 2019 and May 12, 2020, the Registrant filed current reports on Form 8-K (the “Current Reports”) in order to disclose amendments to the Registrant’s Certificate of Incorporation, specifically related to an increase in the Registrant’s authorized common stock, a corporate name change, and a reverse stock split of the Registrant’s common stock. The Registrant did not file the Certificates of Amendment as exhibits to the Current Reports. The Certificates of Amendment as referenced in the Current Reports are attached as exhibits to this Form 8-K.

Item 9.01 Exhibits

In reviewing the agreements included or incorporated by reference as exhibits to this Current Report on Form 8-K, please remember that they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure about the Company or the other parties to the agreements. The agreements may contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the parties to the applicable agreement and accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this Current Report on Form 8-K and in our other public filings, which are available without charge through the SEC’s website at <http://www.sec.gov>.

Number	Description
<u>3.1.1</u>	<u>Certificate of Amendment dated October 30, 2019</u>
<u>3.1.2</u>	<u>Certificate of Amendment dated April 24, 2020</u>
<u>10.1</u>	<u>Share Exchange Agreement dated August 25, 2020</u>
<u>99.1</u>	<u>Press Release, dated August 31, 2020</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 31, 2020

REIGN RESOURCES CORPORATION

/s/ Joseph Segelman

By: Joseph Segelman
Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:25 AM 10/30/2019
FILED 09:25 AM 10/30/2019
SR 20197806813 - File Number 5658179

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Reign Sapphire Corporation

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First and Fourth" so that, as amended, said Article shall be and read as follows:

First and Fourth: See attached Exhibit A.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 30th day of October, 2019.

By: 
Authorized Officer
Title: Chief Executive Officer
Name: Joseph Segelman
Print or Type

EXHIBIT A

Article First:

The name of the Company shall be Reign Resources Corporation.

Article Fourth:

Effective upon the filing of this Certificate of Amendment with the Secretary of State of Delaware, a 1 for 150 reverse stock split of the shares of Common Stock outstanding immediately prior to such time shall automatically and without any action on the part of the holders thereof occur. The par value of the Common Stock shall remain \$0.0001 per share. The reverse stock split shall apply to all shares of Common Stock. All fractional shares resulting from the reverse stock split shall be rounded up to the nearest whole share.

The Company shall have authorized 150,000,000 shares of Common Stock, par value \$0.0001, and 10,000,000 shares of Preferred Stock, par value \$0.0001. One share of the Preferred Stock shall be designated as Series A Preferred Stock, with the following rights and preferences.

Series A Preferred Stock

- (a) One share of the Preferred Stock shall be designated "Series A Preferred Stock". No other stock will be designated Series A Preferred Stock.
 - (b) The holder of the Series A Preferred Stock shall not be entitled to receive dividends.
 - (c) The holder of Series A Preferred Stock shall not be entitled to receive any distributions in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary.
 - (d) Except as otherwise provided herein or by law and in addition to any right to vote as a separate class as provided by law, the holder of the Series A Preferred Stock shall have full voting rights and powers equal to the voting rights and powers of holders of Common Stock and other series of Preferred Stock, shall be entitled to notice of any shareholders meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote, with respect to any question upon which holders of Common Stock and the other series of Preferred Stock have the right to vote, including, without limitation, the right to vote for the election of directors, voting together with the holders of Common Stock as one class. For so long as the Series A Preferred Stock is issued and outstanding, the holder of such Series A Preferred Stock shall vote together as a single class with the holders of the Corporation's Common Stock and the holders of any other class or series of shares entitled to vote with the Common Stock, with the holder of the Series A Preferred Stock being entitled to fifty-one percent (51%) of the total votes on all such matters regardless of the actual number of shares of Series A Preferred Stock then outstanding, and the holders of Common Stock and any other shares entitled to vote being entitled to their proportional share of the remaining 49% of the total votes based on their respective voting power.
-

- (e) The share of the Series A Preferred Stock have been issued to Joseph Segelman and shall not, directly or indirectly, be sold, hypothecated, transferred, assigned or disposed of in any manner nor may the right to vote such Series A Preferred Stock be assigned. The Series A Preferred Stock shall be automatically cancelled without further action ten (10) years after the initial issue date of such Series A Preferred Stock.
 - (f) The share of Series A Preferred Stock shall have no other preferences, rights, restrictions, or qualifications, except as otherwise provided by law or the certificate of incorporation of the Corporation.
-

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:10 AM 04/27/2020
FILED 11:10 AM 04/27/2020
SR 20203172930 - File Number 5658179

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of
Reign Resources Corporation

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "Fourth" so that, as amended, said Article shall be and read as follows:

See attached Exhibit A.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 24th day of April, 2020.

By: 
Authorized Officer
Title: Chief Executive Officer

Name: Joseph Segelman
Print or Type

EXHIBIT A

Article Fourth:

The Company shall have authorized 1,000,000,000 shares of Common Stock, par value \$0.0001, and 10,000,000 shares of Preferred Stock, par value \$0.0001. One share of the Preferred Stock shall be designated as Series A Preferred Stock, with the following rights and preferences.

Series A Preferred Stock

- (a) One share of the Preferred Stock shall be designated "Series A Preferred Stock". No other stock will be designated Series A Preferred Stock.
 - (b) The holder of the Series A Preferred Stock shall not be entitled to receive dividends.
 - (c) The holder of Series A Preferred Stock shall not be entitled to receive any distributions in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary.
 - (d) Except as otherwise provided herein or by law and in addition to any right to vote as a separate class as provided by law, the holder of the Series A Preferred Stock shall have full voting rights and powers equal to the voting rights and powers of holders of Common Stock and other series of Preferred Stock, shall be entitled to notice of any shareholders meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote, with respect to any question upon which holders of Common Stock and the other series of Preferred Stock have the right to vote, including, without limitation, the right to vote for the election of directors, voting together with the holders of Common Stock as one class. For so long as the Series A Preferred Stock is issued and outstanding, the holder of such Series A Preferred Stock shall vote together as a single class with the holders of the Corporation's Common Stock and the holders of any other class or series of shares entitled to vote with the Common Stock, with the holder of the Series A Preferred Stock being entitled to fifty-one percent (51%) of the total votes on all such matters regardless of the actual number of shares of Series A Preferred Stock then outstanding, and the holders of Common Stock and any other shares entitled to vote being entitled to their proportional share of the remaining 49% of the total votes based on their respective voting power.
 - (e) The share of the Series A Preferred Stock have been issued to Joseph Segelman and shall not, directly or indirectly, be sold, hypothecated, transferred, assigned or disposed of in any manner nor may the right to vote such Series A Preferred Stock be assigned. The Series A Preferred Stock shall be automatically cancelled without further action ten (10) years after the initial issue date of such Series A Preferred Stock.
 - (f) The share of Series A Preferred Stock shall have no other preferences, rights, restrictions, or qualifications, except as otherwise provided by law or the certificate of incorporation of the Corporation.
-

SHARE EXCHANGE AGREEMENT

BY AND AMONG

REIGN RESOURCES CORPORATION

AND

THE PRINCIPAL SHAREHOLDER OF REIGN RESOURCES CORPORATION

AND

SIGYN THERAPEUTICS INC.

AND

THE SHAREHOLDERS OF SIGYN THERAPEUTICS INC.

Dated as of: August 25, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.1 Definitions	1
ARTICLE II SHARE EXCHANGE; CLOSING	6
Section 2.1 Share Exchange	6
Section 2.2 Closing	6
Section 2.3 Closing Deliveries by Acquiror and Acquiror Principal Shareholder	7
Section 2.4 Closing Deliveries by Acquiree, and Acquiree Shareholders	7
Section 2.5 Section 368 Reorganization	7
ARTICLE III REPRESENTATIONS OF ACQUIREE SHAREHOLDERS	7
Section 3.1 Authority	7
Section 3.2 Binding Obligations	8
Section 3.3 No Conflicts	8
Section 3.4 Certain Proceedings	8
Section 3.5 No Brokers or Finders	8
Section 3.6 Investment Representations	9
Section 3.7 Stock Legends	10
Section 3.8 Disclosure	11
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE ACQUIREE	12
Section 4.1 Organization and Qualification	12
Section 4.2 Authority	12
Section 4.3 Binding Obligations	12
Section 4.4 No Conflicts	12
Section 4.5 Subsidiaries	13
Section 4.6 Organizational Documents	13
Section 4.7 Capitalization	13
Section 4.8 No Brokers or Finders	14
Section 4.9 Financial Statements	14
Section 4.10 Absence of Undisclosed Liabilities	14
Section 4.11 Legal Proceedings	14
Section 4.12 Taxes	14
Section 4.13 Acquiree Employee Plans	14
Section 4.14 Labor and Employment Matters	14
Section 4.15 Environmental	14
Section 4.16 Intellectual Property	14
Section 4.17 Insurance	16
Section 4.18 Disclosure	16
ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE ACQUIROR AND THE ACQUIROR PRINCIPAL SHAREHOLDER	16
Section 5.1 Organization and Qualification	16
Section 5.2 Authority	16
Section 5.3 Binding Obligations	17
Section 5.4 No Conflicts	17
Section 5.5 Subsidiaries	17
Section 5.6 Organizational Documents	18
Section 5.7 Compliance with Laws	18
Section 5.8 Certain Proceedings	19
Section 5.9 No Brokers or Finders	19
Section 5.10 Contracts	19
Section 5.11 Tax Matters	19
Section 5.12 Labor Matters	20
Section 5.13 Employee Benefits	20
Section 5.14 Title to Assets	21
Section 5.15 Intellectual Property	21

Section 5.16	SEC Reports	21
Section 5.17	Internal Accounting Controls	21
Section 5.18	Application of Takeover Protections	22
Section 5.19	Transactions With Affiliates and Employees	22
Section 5.20	Liabilities	22
Section 5.21	Bank Accounts and Safe Deposit Boxes	22
Section 5.22	Investment Company	22
Section 5.23	Bank Holding Company Act	22
Section 5.24	Public Utility Holding Act	22
Section 5.25	Federal Power Act	23
Section 5.26	Money Laundering Laws	23
Section 5.27	Foreign Corrupt Practices	23
Section 5.28	Absence of Certain Changes or Events	23
Section 5.29	Disclosure	23
Section 5.30	Undisclosed Events	23
Section 5.31	Non-Public Information	24
Section 5.32	Tacking	24
Section 5.33	Shell Status	24
ARTICLE VI CONDUCT PRIOR TO CLOSING		25
Section 6.1	Conduct of Business	25
Section 6.2	Restrictions on Conduct of Business	25
ARTICLE VII ADDITIONAL AGREEMENTS		27
Section 7.1	Access to Information	27
Section 7.2	Legal Requirements	28
Section 7.3	Notification of Certain Matters	28
ARTICLE VIII POST CLOSING COVENANTS		28
Section 8.1	General	28
Section 8.2	Litigation Support	28
Section 8.3	Assistance with Post-Closing SEC Reports and Inquiries	28
Section 8.4	Public Announcements	29
ARTICLE IX CONDITIONS TO CLOSING		29
Section 9.1	Conditions to Obligation of the Parties Generally	29
Section 9.2	Conditions to Obligation of the Acquiree Parties	29
Section 9.3	Conditions to Obligation of the Acquiror Parties	32
ARTICLE X TERMINATION		33
Section 10.1	Grounds for Termination	33
Section 10.2	Procedure and Effect of Termination	34
Section 10.3	Effect of Termination	35
ARTICLE XI SURVIVAL		35
Section 11.1	Survival	35
ARTICLE XII MISCELLANEOUS PROVISIONS		35
Section 12.1	Expenses	35
Section 12.2	Confidentiality	35
Section 12.3	Notices	36
Section 12.4	Further Assurances	36
Section 12.5	Waiver	37

Section 12.6	Entire Agreement and Modification	37
Section 12.7	Assignments, Successors, and No Third-Party Rights	37
Section 12.8	Severability	37
Section 12.9	Section Headings	37
Section 12.10	Construction	37
Section 12.11	Counterparts	38
Section 12.12	Specific Performance	38
Section 12.13	Governing Law; Submission to Jurisdiction	38
Section 12.14	Waiver of Jury Trial	38

SHARE EXCHANGE AGREEMENT

This SHARE EXCHANGE AGREEMENT (“**Agreement**”), dated as of August 25, 2020, is made by and among REIGN RESOURCES CORPORATION a corporation organized under the laws of Delaware (the “**Acquiror**”), JOSEPH SEGELMAN (the “**Acquiror Principal Shareholder**”), each of the Persons listed on Schedule I (collectively, the “**Acquiror Noteholders**”, and each an “**Acquiror Noteholder**”), SIGYN THERAPEUTICS INC., a corporation organized under the laws of Delaware (the “**Acquiree**”), each of the Persons listed on Schedule II hereto who are shareholders of the Acquiree (collectively, the “**Acquiree Shareholders**”, and each an “**Acquiree Shareholder**”), each of the Persons listed on Schedule III hereto who are holders of certain notes and warrants issued by the Acquiree (collectively, the “**Acquiree Securities Holders**”, and each an “**Acquiree Securities Holder**”), and the Person listed on Schedule IV who is the holder of certain notes issued by the Acquiree (the “**Acquiree Noteholder**”). Each of the Acquiror, Acquiree and Acquiree Shareholders are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, the Acquiree Shareholders are the holders of all of the issued and outstanding shares of common stock of the Acquiree (the “**Acquiree Interests**”);

WHEREAS, the Acquiree Shareholders have agreed to transfer to the Acquiror, and the Acquiror has agreed to acquire from the Acquiree Shareholders, all of the Acquiree Interests, in exchange for 75% of the Acquiror Shares (as defined below), on a fully diluted basis immediately after the closing of the transactions contemplated herein, consisting of shares of Acquiror Common Stock (as defined below), on the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

“**Accredited Investor**” has the meaning set forth in Rule 501 under the Securities Act.

“**Acquiree**” has the meaning set forth in the preamble.

“**Acquiree Disclosure Schedule**” has the meaning set forth in Article IV.

“**Acquiree Interests**” has the meaning set forth in the recitals.

“**Acquiree Indemnified Parties**” means the Acquiree and the Acquiree Shareholders and their respective Affiliates and the officers, directors and representatives of such Persons; provided that (i) the Acquiror shall be a member of the Acquiree Indemnified Parties after the Closing and (ii) none of the Acquiror Principal Shareholder nor the Acquiror Principal Shareholder’ Affiliates shall be members of the Acquiree Indemnified Parties at any time.

“**Acquiree IP Rights**” means: (A) any and all Intellectual Property used in the conduct of the business of the Acquiree as currently conducted; and (B) any and all other Intellectual Property owned by the Acquiree.

“**Acquiror Noteholder(s)**” has the meaning set forth in the recitals.

“**Acquiror Convertible Notes**” means the notes issued by the Acquiror held by the Acquiror Noteholders as set forth on Schedule I.

“**Acquiree Convertible Notes**” means the notes issued by the Acquiree held by Acquiree Securities Holders as set forth on Schedule III.

“**Acquiree Notes**” means the notes issued by the Acquiree held by the Acquiree Noteholder as set forth on Schedule IV.

“**Acquiree Note Holder**” has the meaning set forth in the recitals.

“**Acquiree Organizational Documents**” has the meaning set forth in Section 4.6.

“**Acquiree Registered Intellectual Property**” means all United States, international and foreign: (A) patents and pending patent applications (including provisional applications); (B) registered trademarks, pending applications to register trademarks, intent-to-use pending applications, or other registrations or pending applications related to trademarks; (C) registered Internet domain names; (D) registered copyrights and pending applications for copyright registration; and (E) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any Governmental Authority owned by, registered or filed in the name of, the Acquiree.

“**Acquiree Securities**” means the Acquiree Convertible Notes and Acquiree Warrants.

“**Acquiree Securities Holder(s)**” has the meaning set forth in the recitals.

“**Acquiree Shareholder**” and “**Acquiree Shareholders**” have the respective meanings set forth in the preamble.

“**Acquiree Warrants**” means the warrants issued by the Acquiree held by Acquiree Securities Holders as set forth on Schedule III.

“**Acquiror**” has the meaning set forth in the recitals.

“**Acquiror Common Stock**” means the common stock, par value \$0.0001 per share, of the Acquiror.

“**Acquiror Disclosure Schedule**” has the meaning set forth in Article V.

“**Acquiror Most Recent Fiscal Year End**” means December 31, 2019.

“**Acquiror Note**” means the note to be issued by the Acquiror to the Acquiree Noteholder in the form annexed hereto as Exhibit C.

“**Acquiror Principal Shareholder**” has the meaning set forth in the preamble.

“**Acquiror Warrants**” means the warrants to be issued by the Acquiror to the Acquiree Securities Holders in the form annexed hereto as Exhibit D.

“**Acquisition Transaction**” means any transaction or series of transactions involving: (a) any merger, consolidation, share exchange, business combination, issuance of securities, acquisition of securities, tender offer, exchange offer or other similar transaction; or (b) any sale (other than sales of inventory in the Ordinary Course of Business), lease (other than in the Ordinary Course of Business), exchange, transfer (other than sales of inventory in the Ordinary Course of Business), license (other than nonexclusive licenses in the Ordinary Course of Business), acquisition or disposition of assets.

“**Action**” means any action, suit, inquiry, notice of violation, proceeding (including any partial proceeding such as a deposition) or investigation pending or threatened before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), stock market, stock exchange or trading facility.

“**Affiliate**” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Exchange Act.

“**Agreement**” has the meaning set forth in the preamble.

“**BHCA**” has the meaning set forth in Section 5.23.

“**Business Day**” shall mean any day other than a Saturday, Sunday or a day on which commercial banks in New York, New York are required or authorized to be closed.

“**Certificate of Designation**” means the Certificate of Designation to be filed prior to the Closing by the Acquiror with the Secretary of State of Delaware in the form of Exhibit A attached hereto.

“**Closing**” has the meaning set forth in Section 2.2.

“**Closing Date**” has the meaning set forth in Section 2.2.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Common Stock**” means shares of Acquiror’s Common Stock, \$0.0001 par value.

“**Competing Transaction Proposal**” means any inquiry, proposal, indication of interest or offer from any Person contemplating or otherwise relating to any Acquisition Transaction directly or indirectly involving the Acquiror, its business or any assets of the Acquiror (including, without limitation, any Acquisition Transaction involving Acquiror Principal Shareholder that would include the Acquiror, its business or any assets of the Acquiror).

“**Contract**” means any written or oral contract, lease, license, indenture, note, bond, agreement, arrangement, understanding, permit, concession, franchise or other instrument.

“Environmental Law” means any Law relating to: (a) the protection, investigation, remediation or restoration of the environment or natural resources, (b) the handling, use, generation, storage, treatment, transport, arranging for disposal, disposal, release or threatened release of any Hazardous Substance, (c) the creation of a cause of action for damages to Persons or property due to noise, odor, pollution, contamination or a public or private nuisance, or (d) the protection of the health and safety of employees or the public.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the SEC thereunder, all as the same will then be in effect.

“Federal Reserve” has the meaning set forth in [Section 5.23](#).

“GAAP” means, with respect to any Person, generally accepted accounting principles in the U.S. applied on a consistent basis with such Person’s past practices.

“Governmental Authority” means any domestic or foreign, federal or national, state or provincial, municipal or local government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, political subdivision, commission, court, tribunal, official, arbitrator or arbitral body.

“Indebtedness” means without duplication, (a) all indebtedness or other obligation of the Person for borrowed money, whether current, short-term, or long-term, secured or unsecured, (b) all indebtedness of the Person for the deferred purchase price for purchases of property outside the Ordinary Course of Business, (c) all lease obligations of the Person under leases which are capital leases in accordance with GAAP, (d) any off-balance sheet financing of the Person including synthetic leases and project financing, (e) any payment obligations of the Person in respect of banker’s acceptances or letters of credit (other than stand-by letters of credit in support of ordinary course trade payables), (f) any liability of the Person with respect to interest rate swaps, collars, caps and similar hedging obligations, (g) any liability of the Person under deferred compensation plans, phantom stock plans, severance or bonus plans, or similar arrangements made payable as a result of the transactions contemplated herein, (h) any indebtedness referred to in clauses (a) through (g) above of any other Person which is either guaranteed by, or secured by a security interest upon any property owned by, the Person and (i) accrued and unpaid interest of, and prepayment premiums, penalties or similar contractual charges arising as result of the discharge at Closing of, any such foregoing obligation.

“Intellectual Property” means all industrial and intellectual property, including, without limitation, all U.S. and non-U.S. patents, patent applications, patent rights, trademarks, trademark applications, common law trademarks, Internet domain names, trade names, service marks, service mark applications, common law service marks, and the goodwill associated therewith, copyrights, in both published and unpublished works, whether registered or unregistered, copyright applications, franchises, licenses, know-how, trade secrets, technical data, designs, customer lists, confidential and proprietary information, processes and formulae, all computer software programs or applications, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records, whether such intellectual property has been created, applied for or obtained anywhere throughout the world.

“Knowledge” shall mean, except as otherwise explicitly provided herein, actual knowledge after reasonable investigation. The Acquiror shall be deemed to have “Knowledge” of a matter if any of its officers or directors has Knowledge of such matter. Phrases such as “to the Knowledge of the Acquiror” or the “Acquiror’s Knowledge” shall be construed accordingly. The Acquiree shall be deemed to have “Knowledge” of a matter if any of its officers or directors has Knowledge of such matter. Phrases such as “to the Knowledge of the Acquiree” or the “Acquiree’s Knowledge” shall be construed accordingly.

“**Laws**” means, with respect to any Person, any U.S. or non-U.S., federal, national, state, provincial, local, municipal, international, multinational or other Law (including common law), constitution, statute, code, ordinance, rule, regulation or treaty applicable to such Person.

“**Liability**” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“**License**” means any security clearance, permit, license, variance, franchise, Order, approval, consent, certificate, registration or other authorization of any Governmental Authority or regulatory body, and other similar rights.

“**Lien**” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by Law.

“**Material Adverse Effect**” means, with respect to any Person, a material adverse effect on the business, financial condition, operations, results of operations, assets, customer, supplier or employee relations or future prospects of such Person.

“**Money Laundering Laws**” has the meaning set forth in [Section 5.26](#).

“**Order**” means any order, judgment, ruling, injunction, assessment, award, decree or writ of any Governmental Authority or regulatory body.

“**Ordinary Course of Business**” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“**Party**” and “**Parties**” have the respective meanings set forth in the preamble.

“**Person**” means all natural persons, corporations, business trusts, associations, companies, partnerships, limited liability companies, joint ventures and other entities, governments, agencies and political subdivisions.

“**Principal Market**” means the OTC Markets.

“**Registration Statements**” has the meaning set forth in [Section 5.16\(b\)](#).

“**Regulation S**” means Regulation S under the Securities Act, as the same may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

“**SEC**” means the U.S. Securities and Exchange Commission, or any successor agency thereto.

“**SEC Reports**” has the meaning set forth in [Section 5.16\(a\)](#).

“**Securities Act**” means the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same will be in effect at the time.

“**Share Exchange**” has the meaning set forth in Section 2.1.

“**Tax Return**” means all returns, declarations, reports, estimates, statements, forms and other documents filed with or supplied to or required to be provided to a Governmental Authority with respect to Taxes, including any schedule or attachment thereto and any amendment thereof.

“**Tax**” or “**Taxes**” means all taxes, assessments, duties, levies or other charge imposed by any Governmental Authority of any kind whatsoever together with any interest, penalties, fines or additions thereto and any liability for payment of taxes whether as a result of (i) being a member of an affiliated, consolidated, combined, unitary or similar group for any period, (ii) any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any Person, (iii) being liable for another Person’s taxes as a transferee or successor otherwise for any period, or (iv) operation of Law.

“**Third Party Intellectual Property Rights**” means any Intellectual Property owned by a third party.

“**Transaction Documents**” means, collectively, this Agreement and all agreements, certificates, instruments and other documents to be executed and delivered in connection with the transactions contemplated by this Agreement.

“**Treasury Regulations**” means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“**U.S.**” means the United States of America.

“**U.S. Person**” has the meaning set forth in Regulation S under the Securities Act.

ARTICLE II SHARE EXCHANGE; CLOSING

Section 2.1 Share Exchange. At the Closing, the Acquiree Shareholders shall sell, transfer, convey, assign and deliver shares of Acquiree Interests, representing 100% of the issued and outstanding shares of common stock of the Acquiree, to the Acquiror, and in consideration therefor the Acquiror shall issue a total of 75% of the fully paid and nonassessable shares of Acquiror Common Stock, par value \$0.0001, (the “**Acquiror Shares**”) to the Acquiree Shareholders, as set forth beside the name of each such Person on Schedule V hereto (the “**Share Exchange**”). Additionally, the Acquiror shall issue shares of its common stock to (i) the Acquiror Noteholders in exchange for the Acquiror Convertible Notes, (ii) the Acquiree Securities Holders as set forth on Schedule V, and (iii) the Acquiree Noteholder as set forth on Schedule V. Concurrently with the issuance of the Acquiror Shares and Acquiror Warrants to the Acquiree Securities Holders the Acquiree Securities shall be cancelled. Concurrently with the issuance of the Acquiror Note to the Acquiree Noteholder the Acquiree Notes shall be cancelled. Concurrently with the issuance of the Acquiror common stock to the Acquiror Noteholders the Acquiror Convertible Notes shall be cancelled.

Section 2.2 Closing. Upon the terms and subject to the conditions of this Agreement, the transactions contemplated by this Agreement shall take place at a closing (the “**Closing**”) to be electronically, at a time and date to be specified by the Parties, which shall be no later than the second (2nd) Business Day following the satisfaction or, if permitted pursuant hereto, waiver of the conditions set forth in Article X, or at such other location, date and time as Acquiree and Acquiror Principal Shareholder shall mutually agree. The date and time of the Closing is referred to herein as the “**Closing Date**.”

Section 2.3 Closing Deliveries by Acquiror and Acquiror Principal Shareholder. At the Closing: (a) the Acquiror shall deliver, or cause to be delivered, a statement evidencing the number of Acquiror Shares, set forth beside each Acquiree Shareholder's name on Schedule I hereto; and (b) the Acquiror and the Acquiror Principal Shareholder, as applicable, shall deliver, or cause to be delivered, to the Acquiree and the Acquiree Shareholders, as applicable, the various documents required to be delivered as a condition to the Closing pursuant to Section 9.2 hereof. At Closing, Acquiror Principal Shareholder shall also deliver for cancellation to the Acquiror all options and other convertible and derivative equity and preferred equity owned by him in Acquiror.

Section 2.4 Closing Deliveries by Acquiree, and Acquiree Shareholders. At the Closing: (a) Acquiree shall deliver, or cause to be delivered, certificate(s) representing its Acquiree Shares, accompanied by an executed instrument of transfer for transfer by Acquiree of its Acquiree Shares to the Acquiror; and (b) the Acquiree, and the Acquiree Shareholders, as applicable, shall deliver, or cause to be delivered, to the Acquiror and the Acquiror Principal Shareholder, as applicable, the various documents required to be delivered as a condition to the Closing pursuant to Section 9.3 hereof.

Section 2.5 Section 368 Reorganization. For U.S. federal income Tax purposes, the Share Exchange is intended to constitute a "reorganization" within the meaning of Section 368(a)(1)(B) of the Code. The Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Treasury Regulations. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, the Parties acknowledge and agree that no Party is making any representation or warranty as to the qualification of the Share Exchange as a reorganization under Section 368 of the Code or as to the effect, if any, that any transaction consummated prior to or after the Closing Date has or may have on any such reorganization status. The Parties acknowledge and agree that each (i) has had the opportunity to obtain independent legal and tax advice with respect to the transaction contemplated by this Agreement, and (ii) is responsible for paying its own Taxes, including without limitation, any adverse Tax consequences that may result if the transaction contemplated by this Agreement is not determined to qualify as a reorganization under Section 368 of the Code. However, without exception, Acquiree and Acquiree Shareholders understand and agree that Acquiror and Acquiror Principal Shareholder shall in no way incur any liabilities related to the taxable event as contemplated herein as it relates to the personal and corporate taxes of the Acquiree and each individual Acquiree Shareholder.

ARTICLE III REPRESENTATIONS OF ACQUIREE SHAREHOLDERS

The Acquiree Shareholders severally, and not jointly, hereby represent and warrant to the Acquiror that the statements contained in this Article III are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article III) (except where another date or period of time is specifically stated herein for a representation or warranty).

Section 3.1 Authority. Such Acquiree Shareholder has all requisite authority and power to enter into and deliver this Agreement and any of the other Transaction Documents to which such Acquiree Shareholder is a party, and any other certificate, agreement, document or instrument to be executed and delivered by such Acquiree Shareholder in connection with the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Documents to which such Acquiree Shareholder is a party will be, duly and validly authorized and approved, executed and delivered by such Acquiree Shareholder.

Section 3.2 Binding Obligations. Assuming this Agreement and the Transaction Documents have been duly and validly authorized, executed and delivered by the parties hereto and thereto other than such Acquiree Shareholder, this Agreement and each of the Transaction Documents to which such Acquiree Shareholder is a party are duly authorized, executed and delivered by such Acquiree Shareholder, and constitutes the legal, valid and binding obligations of such Acquiree Shareholder, enforceable against such Acquiree Shareholder in accordance with their respective terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors rights generally.

Section 3.3 No Conflicts. Neither the execution or delivery by such Acquiree Shareholder of this Agreement or any Transaction Document to which such Acquiree Shareholder is a party, nor the consummation or performance by such Acquiree Shareholder of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the organizational documents of such Acquiree Shareholder (if such Acquiree Shareholder is not a natural Person); (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, any agreement or instrument to which such Acquiree Shareholder is a party or by which the properties or assets of such Acquiree Shareholder are bound; or (c) contravene, conflict with, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, impair the rights of such Acquiree Shareholder under, or alter the obligations of any Person under, or create in any Person the right to terminate, amend, accelerate or cancel, or require any notice, report or other filing (whether with a Governmental Authority or any other Person) pursuant to, or result in the creation of a Lien on any of the assets or properties of the Acquiror or the Acquiree under, any note, bond, mortgage, indenture, Contract, License, permit, franchise or other instrument or obligation to which such Acquiree Shareholder is a party or any of such Acquiree Shareholder's assets and properties are bound or affected, except, in the case of clauses (b) or (c) for any such contraventions, conflicts, violations, or other occurrences as would not have a Material Adverse Effect on such Acquiree Shareholder, the Acquiree, or the Acquiror.

Section 3.4 Certain Proceedings. There is no Action pending against, or to the Knowledge of such Acquiree Shareholder, threatened against or affecting, such Acquiree Shareholder by any Governmental Authority or other Person with respect to such Acquiree Shareholder that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated by this Agreement.

Section 3.5 No Brokers or Finders. No Person has, or as a result of the transactions contemplated herein will have, any right or valid claim against such Acquiree Shareholder for any commission, fee or other compensation as a finder or broker, or in any similar capacity, based upon arrangements made by or on behalf of such Acquiree Shareholder and such Acquiree Shareholder will indemnify and hold the Acquiror and the Acquiror Principal Shareholder harmless against any liability or expense arising out of, or in connection with, any such claim.

Section 3.6 Investment Representations. Each Acquiree Shareholder severally, and not jointly, hereby represents and warrants, solely with respect to itself and not any other Acquiree Shareholder, to the Acquiror as follows:

(a) Purchase Entirely for Own Account. Such Acquiree Shareholder is acquiring such Acquiree Shareholder's portion of the Acquiror Shares proposed to be acquired hereunder for investment for its own account and not with a view to the resale or distribution of any part thereof, and such Acquiror Shareholder has no present intention of selling or otherwise distributing such Acquiror Shares, except in compliance with applicable securities Laws.

(b) Restricted Securities. Such Acquiree Shareholder understands that the Acquiror Shares are characterized as "restricted securities" under the Securities Act inasmuch as this Agreement contemplates that, if acquired by the Acquiree Shareholder pursuant hereto, the Acquiror Shares would be acquired in a transaction not involving a public offering. The issuance of the Acquiror Shares hereunder is being effected in reliance upon an exemption from registration afforded under Section 4(2) of the Securities Act. Such Acquiree Shareholder further acknowledges that if the Acquiror Shares are issued to such Acquiree Shareholder in accordance with the provisions of this Agreement, such Acquiror Shares may not be resold without registration under the Securities Act or the existence of an exemption therefrom. Such Acquiree Shareholder represents that he is familiar with Rule 144 promulgated under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act

(c) Acknowledgment of Non-Registration. Such Acquiree Shareholder understands and agrees that the Acquiror Shares to be issued pursuant to this Agreement have not been registered under the Securities Act or the securities Laws of any state of the U.S.

(d) Status. By its execution of this Agreement, each Acquiree Shareholder represents and warrants to the Acquiror as indicated on its signature page to this Agreement, either that: (i) such Acquiree Shareholder is an Accredited Investor; or (ii) such Acquiree Shareholder is not a U.S. Person. Each Acquiree Shareholder understands that the Acquiror Shares are being offered and sold to such Acquiree Shareholder in reliance upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of such Acquiree Shareholder set forth in this Agreement, in order that the Acquiror may determine the applicability and availability of the exemptions from registration of the Acquiror Shares on which the Acquiror is relying.

(e) Additional Representations and Warranties. Such Acquiree Shareholder, severally and not jointly, further represents and warrants to the Acquiror as follows: (i) such Person qualifies as an Accredited Investor; (ii) such Person consents to the placement of a legend on any certificate or other document evidencing the Acquiror Shares substantially in the form set forth in Section 3.7(a); (iii) such Person has sufficient knowledge and experience in finance, securities, investments and other business matters to be able to protect such Person's or entity's interests in connection with the transactions contemplated by this Agreement; (iv) such Person has consulted, to the extent that it has deemed necessary, with its tax, legal, accounting and financial advisors concerning its investment in the Acquiror Shares and can afford to bear such risks for an indefinite period of time, including, without limitation, the risk of losing its entire investment in the Acquiror Shares; (v) such Person has had access to the SEC Reports; (vi) such Person has been furnished during the course of the transactions contemplated by this Agreement with all other public information regarding the Acquiror that such Person has requested and all such public information is sufficient for such Person to evaluate the risks of investing in the Acquiror Shares; (vii) such Person has been afforded the opportunity to ask questions of and receive answers concerning the Acquiror and the terms and conditions of the issuance of the Acquiror Shares; (viii) such Person is not relying on any representations and warranties concerning the Acquiror made by the Acquiror or any officer, employee or agent of the Acquiror, other than those contained in this Agreement; (ix) such Person will not sell or otherwise transfer the Acquiror Shares, unless either (A) the transfer of such securities is registered under the Securities Act or (B) an exemption from registration of such securities is available; (x) such Person understands and acknowledges that the Acquiror is under no obligation to register the Acquiror Shares for sale under the Securities Act; (xi) such Person represents that the address furnished in Schedule I is the principal residence if he is an individual or its principal business address if it is a corporation or other entity; (xii) such Person understands and acknowledges that the Acquiror Shares have not been recommended by any federal or state securities commission or regulatory authority, that the foregoing authorities have not confirmed the accuracy or determined the adequacy of any information concerning the Acquiror that has been supplied to such Person and that any representation to the contrary is a criminal offense; and (xiii) such Person acknowledges that the representations, warranties and agreements made by such Person herein shall survive the execution and delivery of this Agreement and the purchase of the Acquiror Shares.

(f) Additional Representations and Warranties of Non-U.S. Persons. Each Acquiree Shareholder that is not a U.S. Person, severally and not jointly, further represents and warrants to the Acquiror as follows: (i) at the time of (A) the offer by the Acquiror and (B) the acceptance of the offer by such Person, of the Acquiror Shares, such Person was outside the U.S.; (ii) no offer to acquire the Acquiror Shares or otherwise to participate in the transactions contemplated by this Agreement was made to such Person or its representatives inside the U.S.; (iii) such Person is not purchasing the Acquiror Shares for the account or benefit of any U.S. Person, or with a view towards distribution to any U.S. Person, in violation of the registration requirements of the Securities Act; (iv) such Person will make all subsequent offers and sales of the Acquiror Shares either (A) outside of the U.S. in compliance with Regulation S; (B) pursuant to a registration under the Securities Act; or (C) pursuant to an available exemption from registration under the Securities Act; (v) such Person is acquiring the Acquiror Shares for such Person's own account, for investment and not for distribution or resale to others; (vi) such Person has no present plan or intention to sell the Acquiror Shares in the U.S. or to a U.S. Person at any predetermined time, has made no predetermined arrangements to sell the Acquiror Shares and is not acting as an underwriter or dealer with respect to such securities or otherwise participating in the distribution of such securities; (vii) neither such Person, its Affiliates nor any Person acting on behalf of such Person, has entered into, has the intention of entering into, or will enter into any put option, short position or other similar instrument or position in the U.S. with respect to the Acquiror Shares at any time after the Closing Date through the one year anniversary of the Closing Date except in compliance with the Securities Act; (viii) such Person consents to the placement of a legend on any certificate or other document evidencing the Acquiror Shares substantially in the form set forth in Section 3.7(b) and (ix) such Person is not acquiring the Acquiror Shares in a transaction (or an element of a series of transactions) that is part of any plan or scheme to evade the registration provisions of the Securities Act.

Section 3.7 Stock Legends. Such Acquiree Shareholder hereby agrees with the Acquiror as follows:

(a) The certificates evidencing the Acquiror Shares issued to those Acquiree Shareholders who are Accredited Investors, and each certificate issued in transfer thereof, will bear the following or similar legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE COMPANY AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

(b) The certificates evidencing the Acquiror Shares issued to those Acquiree Shareholders who are not U.S. Persons, and each certificate issued in transfer thereof, will bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S PROMULGATED UNDER THE SECURITIES ACT, AND BASED ON AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT THE PROVISIONS OF REGULATION S HAVE BEEN SATISFIED, (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (3) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE COMPANY AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

(c) Other Legends. The certificates representing such Acquiror Shares, and each certificate issued in transfer thereof, will also bear any other legend required under any applicable Law, including, without limitation, any state corporate and state securities law, or Contract.

Section 3.8 Disclosure. No representation or warranty of such Acquiree Shareholder contained in this Agreement or any other Transaction Document and no statement or disclosure made by or on behalf of such Acquiree Shareholder to the Acquiror or the Acquiror Principal Shareholder pursuant to this Agreement or any other agreement contemplated herein contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE ACQUIREE

The Acquiree hereby represent and warrant to the Acquiror, subject to the exceptions and qualifications specifically set forth or disclosed in writing in the disclosure schedule delivered by the Acquiree to the Acquiror (the “**Acquiree Disclosure Schedule**”), that the statements contained in this Article IV are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article IV) (except where another date or period of time is specifically stated herein for a representation or warranty). The Acquiree Disclosure Schedule shall be arranged according to the numbered and lettered paragraphs of this Article IV and any disclosure in the Acquiree Disclosure Schedule shall qualify the corresponding paragraph in this Article IV. The Acquiror, the Acquiror Principal Shareholder and, after the Closing, the Acquiree, shall be entitled to rely on the representations and warranties set forth in this Article IV regardless of any investigation or review conducted by the Acquiror prior to the Closing.

Section 4.1 **Organization and Qualification.** The Acquiree is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, has all requisite corporate authority and power, Licenses, authorizations, consents and approvals to carry on its business as presently conducted and to own, hold and operate its properties and assets as now owned, held and operated by it, and is duly qualified to do business and in good standing in each jurisdiction in which the failure to be so qualified would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Acquiree.

Section 4.2 **Authority.** The Acquiree has all requisite authority and power (corporate and other), Licenses, authorizations, consents and approvals to enter into and deliver this Agreement and any of the other Transaction Documents to which the Acquiree is a party and any other certificate, agreement, document or instrument to be executed and delivered by the Acquiree in connection with the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents by the Acquiree and the performance by the Acquiree of its obligations hereunder and thereunder and the consummation by the Acquiree of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Acquiree. The Acquiree does not need to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Person or Governmental Authority in order for the Parties to execute, deliver or perform this Agreement or the transactions contemplated hereby. This Agreement has been, and each of the Transaction Documents to which the Acquiree is a party will be, duly and validly authorized and approved, executed and delivered by the Acquiree.

Section 4.3 **Binding Obligations.** Assuming this Agreement and the Transaction Documents have been duly and validly authorized, executed and delivered by the parties hereto and thereto other than the Acquiree, this Agreement and each of the Transaction Documents to which the Acquiree is a party are duly authorized, executed and delivered by the Acquiree and constitutes the legal, valid and binding obligations of the Acquiree enforceable against the Acquiree in accordance with their respective terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors rights generally.

Section 4.4 **No Conflicts.** Neither the execution nor the delivery by the Acquiree of this Agreement or any Transaction Document to which the Acquiree is a party, nor the consummation or performance by the Acquiree of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the Acquiree Organizational Documents, (b) contravene, conflict with or result in a violation of any Law, Order, charge or other restriction or decree applicable to the Acquiree, or by which the Acquiree or any of its respective assets and properties are bound or affected, (c) contravene, conflict with, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, impair the rights of the Acquiree under, or alter the obligations of any Person under, or create in any Person the right to terminate, amend, accelerate or cancel, or require any notice, report or other filing (whether with a Governmental Authority or any other Person) pursuant to, or result in the creation of a Lien on any of the assets or properties of the Acquiree under, any note, bond, mortgage, indenture, Contract, License, permit, franchise or other instrument or obligation to which the Acquiree is a party or by which the Acquiree or any of its respective assets and properties are bound or affected; or (d) contravene, conflict with, or result in a violation of, the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any licenses, permits, authorizations, approvals, franchises or other rights held by the Acquiree or that otherwise relate to the business of, or any of the properties or assets owned or used by, the Acquiree, except, in the case of clauses (b), (c), or (d), for any such contraventions, conflicts, violations, or other occurrences as would not have a Material Adverse Effect on the Acquiree.

Section 4.5 Subsidiaries. The Acquiree does not own, directly or indirectly, any equity or other ownership interest in any corporation, partnership, joint venture or other entity or enterprise. There are no Contracts or other obligations (contingent or otherwise) of the Acquiree to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, any other Person or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other Person.

Section 4.6 Organizational Documents. The Acquiree has delivered or made available to the Acquiror a true and correct copy of the Certificate of Organization of the Acquiree and any other organizational documents of the Acquiree, each as amended, as well as the minute books, transfer books and stock ledgers of the Acquiree, to the extent existing, and each such instrument is in full force and effect (the "**Acquiree Organizational Documents**"). The Acquiree is not in violation of any of the provisions of the Acquiree Organizational Documents. The Assignee's books, records, and accounts accurately reflect the activities of the Assignee.

Section 4.7 Capitalization.

(a) The authorized capital stock of the Acquiree consists of 1,000,000 shares of common stock, and as of the date of this Agreement, there are 500,000 shares of common stock outstanding. Except as set forth above, no units or other voting securities of the Acquiree were issued, reserved for issuance or outstanding. All outstanding shares of the Acquiree are, and all such shares of common stock that may be issued prior to the Closing Date will be when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any right of first refusal, preemptive right, subscription right or any similar right under any provision of the Laws of the jurisdiction of the Acquiree's formation, the Acquiree Organizational Documents or any Contract to which the Acquiree is a party or otherwise bound. There are not any bonds, debentures, notes or other Indebtedness of the Acquiree having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Acquiree Interests may vote. Except provided otherwise, there are no options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Acquiree is a party or by which it is bound (x) obligating the Acquiree to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of common stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any shares of common stock, or other equity interest in, the Acquiree, or (y) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to shareholders of the Acquiree. There are no outstanding Contracts or obligations of the Acquiree to repurchase, redeem or otherwise acquire any shares of common stock or any other equity interests of the Acquiree. There are no registration rights, proxies, voting trust agreements or other agreements or understandings with respect to any shares of common stock or any other equity interests of the Acquiree.

Section 4.8 No Brokers or Finders. No Person has, or as a result of the transactions contemplated herein will have, any right or valid claim against the Acquiree for any commission, fee or other compensation as a finder or broker, or in any similar capacity, based upon arrangements made by or on behalf of the Acquiree, and the Acquiree will indemnify and hold the Acquiror and the Acquiror Principal Shareholder harmless against any liability or expense arising out of, or in connection with, any such claim.

Section 4.9 Financial Statements. The Acquiree as of the date of this Agreement has not prepared financial statements.

Section 4.10 Absence of Undisclosed Liabilities. Except as set forth on Schedule 4.10, there are no Liabilities of the Acquiree that are required to be recorded or disclosed in the Acquiree Interim Financial Statements in accordance with GAAP, except for: (a) Liabilities arising subsequent to the date of the Acquiree Balance Sheet in the ordinary course of business and consistent with past practice that do not arise out of a violation of Law or a breach of Contract; or (b) Liabilities under any Contract that was entered into in the ordinary course of business consistent with past practice, other than, any Liability resulting, arising out of, or related to from the Acquiree's breach or violation of, or default under (including failure to meet any minimum requirements of), any such Contracts.

Section 4.11 Legal Proceedings. Except as set forth in Section 4.12 of the Acquiree Disclosure Schedule, there is no Legal Proceeding pending against, or to the Knowledge of the Acquiree, threatened against or affecting, the Acquiree or any of its assets.

Section 4.12 Taxes.

Except as set forth on the applicable sub-part of Section 4.12 of the Acquiree Disclosure Schedule:

(a) The Acquiree has accurately prepared and timely filed all income and other material Tax Returns required by applicable Law to be filed by it prior to or as of the Closing Date. Such Tax Returns are true, complete and correct in all material respects. There are no taxes which were required to be paid.

Section 4.13 Acquiree Employee Plans. The Company has no employees benefit plans as such term is defined in Section 3(3) of ERISA.

Section 4.14 Labor and Employment Matters.

(b) The only two principals of the Company are James A. Joyce and Craig P. Roberts.

Section 4.15 Environmental. The Acquiree has no operations which would trigger any Environmental Laws.

Section 4.16 Intellectual Property.

(a) The Acquiree has not transferred ownership of any Intellectual Property that is or was Acquiree-Owned IP Rights to any third-party, or permitted the Acquiree's rights in any Intellectual Property that is or was Acquiree-Owned IP Rights to enter the public domain prior to the expiration thereof through its maximum statutory term or, with respect to any Intellectual Property for which the Acquiree has submitted an application or obtained a registration, to lapse (other than through the expiration of Acquiree Registered Intellectual Property at the end of its maximum statutory term or through the abandonment (or lapse) of any other Intellectual Property as elected by Acquiree in its reasonable business judgment) or, with respect to any Acquiree-Owned IP Rights not subject to a statutory term, to lapse, extinguish, or otherwise become available for public use except as elected by Acquiree in its reasonable business judgment.

(b) The Acquiree owns and has good and exclusive title to each item of Acquiree-Owned IP Rights, including each item of Acquiree Registered Intellectual Property, free and clear of all Liens (other than Permitted Liens and Liens that will be released at or prior to the Closing), and including sufficient rights to enforce such Acquiree-Owned IP Rights against an infringer or misappropriator, and the Acquiree is (and, following the Closing, will be) free to make, use, modify, copy, distribute, sell, license, import, export and otherwise exploit all Acquiree-Owned IP Rights, including each item of Acquiree Registered Intellectual Property. To the Acquiree's Knowledge, the Acquiree has a valid and enforceable license to all Third Party Intellectual Property Rights included in the Acquiree Products and a valid and enforceable license to all Third Party Intellectual Property Rights used by the Acquiree in the conduct of its business (and not included in the Acquiree Products). To the Acquiree's Knowledge, the Acquiree has, and will continue to have through the Closing, and following Closing, a valid and enforceable license to all Acquiree IP Rights that are not Acquiree-Owned IP Rights and will be able to convey such Acquiree IP Rights at Closing without requirement of payment of any kind in addition to royalties already established by license thereof. Section 4.18(b) of the Acquiree Disclosure Schedule is a complete and accurate list of all Third Party Intellectual Property Rights (including those associated with any open source software) that the Acquiree has, pursuant to license or other agreement or otherwise, incorporated into, or that is material to the operation or conduct of the Acquiree's business as it is currently conducted or contemplated to be conducted, including but not limited to by inclusion of such Third Party Intellectual Property Rights into Acquiree Products provided by the Acquiree. Except as listed in Section 4.18(b) of the Acquiree Disclosure Schedule, all Acquiree-Owned IP Rights, including but not limited to all computer programs and software systems, that are incorporated into or otherwise part of or material to the operation of, the Acquiree's business were invented, written, developed, and/or created solely by either (a) employees of the Acquiree acting within the scope of their employment or (b) by third parties who have validly and irrevocably assigned all their rights in such Intellectual Property to the Acquiree. No current or former employee, officer, or director, or any third party, owns (or claims to own) any rights in any Acquiree-Owned IP Rights. None of the Acquiree-Owned IP Rights, the Acquiree or the Acquiree Products is subject to any Legal Proceeding or outstanding order, Contract or stipulation: (i) restricting in any manner the use, transfer, or licensing by the Acquiree of any Acquiree-Owned IP Right or Acquiree Product, or which affects the validity, use or enforceability of any such Acquiree-Owned IP Right or Acquiree Product; or (ii) restricting the conduct of the business of the Acquiree in order to accommodate Third Party Intellectual Property Rights. The Acquiree IP Rights constitute all proprietary rights necessary for or otherwise used in the operation of the Acquiree's business as currently conducted.

(c) To the Acquiree's Knowledge, there is no unauthorized use, unauthorized disclosure, infringement or misappropriation of any Acquiree-Owned IP Rights by any third party, including any employee or former employee of the Acquiree. The Acquiree has not brought any action, suit or proceeding for infringement or misappropriation of any Intellectual Property or breach of any Acquiree IP Rights Agreement.

(d) The Acquiree has not been, and is not currently involved in, any Legal Proceeding (or received any written notice or, to the Acquiree's Knowledge, threat) which involves a claim of infringement or misappropriation of any Intellectual Property right of any third party or which contests the validity, ownership or right of the Acquiree to exercise any Intellectual Property right. The Acquiree has not received any written communication that involves an offer to license or grant any other rights or immunities under any Third Party Intellectual Property Right.

(e) The Acquiree has taken commercially reasonable steps to protect and preserve the confidentiality of all confidential or non-public information (“**Acquiree Confidential Information**”) included in the Acquiree IP Rights. All current and former employees, contractors, and consultants of the Acquiree having access to Acquiree Confidential Information or proprietary information of any its respective customers or business partners have executed and delivered to the Acquiree an agreement regarding the protection of such Acquiree Confidential Information or proprietary information (in the case of proprietary information of the Acquiree’s customers and business partners, to the extent required by such customers and business partners), in each case in the form attached hereto as Section 4.18(c) of the Acquiree Disclosure Schedule.

Section 4.17 Insurance. The Acquiree does not need insurance in its business judgment.

Section 4.18 Disclosure. No representation or warranty of the Acquiree contained in this Agreement and no statement or disclosure made by or on behalf of the Acquiree to the Acquiror or the Acquiror Principal Shareholder pursuant to this Agreement or any other agreement contemplated herein contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE ACQUIROR AND
THE ACQUIROR PRINCIPAL SHAREHOLDER

The Acquiror and the Acquiror Principal Shareholder, jointly and severally, hereby represent and warrant to the Acquiree, and each of the Acquiree Shareholders, subject to the exceptions and qualifications specifically set forth or disclosed in writing in the disclosure schedule delivered by the Acquiror Principal Shareholder to the Acquiree, and the Acquiree Shareholders simultaneously herewith (the “**Acquiror Disclosure Schedule**”), that the statements contained in this Article V are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article V) (except where another date or period of time is specifically stated herein for a representation or warranty). The Acquiror Disclosure Schedule shall be arranged according to the numbered and lettered paragraphs of this Article V and any disclosure in the Acquiror Disclosure Schedule shall qualify the corresponding paragraph in this Article V. The Acquiree, the Acquiree Shareholders and, after the Closing, the Acquiror, shall be entitled to rely on the representations and warranties set forth in this Article V regardless of any investigation or review conducted by the Acquiree, or the Acquiree Shareholders prior to the Closing.

Section 5.1 Organization and Qualification. The Acquiror is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, has all requisite corporate authority and power, Licenses, authorizations, consents and approvals to carry on its business as presently conducted and to own, hold and operate its properties and assets as now owned, held and operated by it, and is duly qualified to do business and in good standing in each jurisdiction in which the failure to be so qualified would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Acquiror.

Section 5.2 Authority. The Acquiror and the Acquiror Principal Shareholder have all requisite authority and power, Licenses, authorizations, consents and approvals to enter into and deliver this Agreement and any of the other Transaction Documents to which the Acquiror, the Acquiror Principal Shareholder or any of them is a party and any other certificate, agreement, document or instrument to be executed and delivered by the Acquiror, the Acquiror Principal Shareholder or any of them in connection with the transactions contemplated hereby and thereby and to perform their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents by the Acquiror and the Acquiror Principal Shareholder and the performance by the Acquiror and the Acquiror Principal Shareholder of their respective obligations hereunder and thereunder and the consummation by the Acquiror and the Acquiror Principal Shareholder of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Acquiror and the Acquiror Principal Shareholder. This Agreement has been, and each of the Transaction Documents to which the Acquiror, the Acquiror Principal Shareholder or any of them, as applicable, are a party will be, duly and validly authorized and approved, executed and delivered by the Acquiror and the Acquiror Principal Shareholder.

Section 5.3 Binding Obligations. Assuming this Agreement and the Transaction Documents have been duly and validly authorized, executed and delivered by the parties hereto and thereto other than the Acquiror and the Acquiror Principal Shareholder, this Agreement and each of the Transaction Documents to which the Acquiror, the Acquiror Principal Shareholder or any of them, as applicable, are a party are duly authorized, executed and delivered by the Acquiror and such Acquiror Principal Shareholder, as applicable, and constitutes the legal, valid and binding obligations of the Acquiror and such Acquiror Principal Shareholder, as applicable, enforceable against the Acquiror and such Acquiror Principal Shareholder, as applicable, in accordance with their respective terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors rights generally.

Section 5.4 No Conflicts. Neither the execution nor the delivery by the Acquiror or the Acquiror Principal Shareholder of this Agreement or any Transaction Document to which the Acquiror, the Acquiror Principal Shareholder or any of them is a party, nor the consummation or performance by the Acquiror and the Acquiror Principal Shareholder of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the Acquiror Organizational Documents, (b) contravene, conflict with or result in a violation of any Law, Order, charge or other restriction or decree of any Governmental Authority or any rule or regulation of the Principal Market applicable to the Acquiror or the Acquiror Principal Shareholder, or by which the Acquiror or the Acquiror Principal Shareholder or any of their respective assets and properties are bound or affected, (c) contravene, conflict with, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, impair the rights of the Acquiror under, or alter the obligations of any Person under, or create in any Person the right to terminate, amend, accelerate or cancel, or require any notice, report or other filing (whether with a Governmental Authority or any other Person) pursuant to, or result in the creation of a Lien on any of the assets or properties of the Acquiror under, any note, bond, mortgage, indenture, Contract, License, permit, franchise or other instrument or obligation to which the Acquiror or the Acquiror Principal Shareholder is a party or by which the Acquiror or the Acquiror Principal Shareholder or any of their respective assets and properties are bound or affected; or (d) contravene, conflict with, or result in a violation of, the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any Licenses, permits, authorizations, approvals, franchises or other rights held by the Acquiror or that otherwise relate to the business of, or any of the properties or assets owned or used by, the Acquiror, except, in the case of clauses (b), (c), or (d), for any such contraventions, conflicts, violations, or other occurrences as would not have a Material Adverse Effect on the Acquiror.

Section 5.5 Subsidiaries. Except as set forth on Schedule 5.5, the Acquiror does not own, directly or indirectly, any equity or other ownership interest in any corporation, partnership, joint venture or other entity or enterprise. There are no Contracts or other obligations (contingent or otherwise) of the Acquiror to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, any other Person or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other Person.

Section 5.6 Organizational Documents. The Acquiror has delivered or made available to Acquiree a true and correct copy of the Certificate of Incorporation and Bylaws of the Acquiror and any other organizational documents of the Acquiror, each as amended, and each such instrument is in full force and effect (the “**Acquiror Organizational Documents**”). The Acquiror is not in violation of any of the provisions of its Acquiror Organizational Documents. The authorized capital stock of the Acquiror consists of (i) 1,000,000,000 shares of Acquiror Common Stock, \$0.0001 par value per share, of which 631,818 shares of Acquiror Common Stock are issued and outstanding; (ii) 10,000,000 shares of preferred stock, \$0.0001 par value per share, of which 1 share is issued and outstanding. Except as set forth above, no shares of capital stock or other voting securities of the Acquiror were issued, reserved for issuance or outstanding. All outstanding shares of the capital stock of the Acquiror are, and all such shares that may be issued prior to the Closing Date will be when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the Laws of the jurisdiction of the Acquiror’s organization, the Acquiror Organizational Documents or any Contract to which the Acquiror is a party or otherwise bound. Except as set forth on Schedule 5.6(a), there are not any bonds, debentures, notes or other Indebtedness of the Acquiror having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Acquiror Common Stock may vote. Except as set forth on Schedule 5.6(a), there are no options, warrants, rights, convertible or exchangeable securities, “phantom” stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Acquiror is a party or by which it is bound (x) obligating the Acquiror to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, the Acquiror, (y) obligating the Acquiror to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (z) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to holders of the capital stock of the Acquiror. There are no outstanding Contracts or obligations of the Acquiror to repurchase, redeem or otherwise acquire any shares of capital stock of the Acquiror. There are no registration rights, proxies, voting trust agreements or other agreements or understandings with respect to any class or series of any capital stock or other security of the Acquiror. The stockholder list provided to the Acquiree and the Acquiree Shareholders is a current stockholder list generated by its stock transfer agent, and such list accurately reflects all of the issued and outstanding shares of the Acquiror Common Stock.

(b) The issuance of the Acquiror Shares to the Acquiree Shareholders has been duly authorized and, upon delivery to the Acquiree Shareholders of certificates therefor, respectively, in accordance with the terms of this Agreement, the Acquiror Shares, will have been validly issued and fully paid, and will be nonassessable, have the rights, preferences and privileges specified, will be free of preemptive rights and will be free and clear of all Liens and restrictions, other than Liens created by the Acquiree Shareholders, and restrictions on transfer imposed by this Agreement and the Securities Act.

Section 5.7 Compliance with Laws. The business and operations of the Acquiror have been and are being conducted in accordance with all applicable Laws and Orders. Except as set forth in Schedule 5.7, the Acquiror is not in conflict with, or in default or violation of and, to the Knowledge of the Acquiror or the Acquiror Principal Shareholder, is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of or default under, any (i) Law, rule, regulation, judgment or Order, or (ii) note, bond, mortgage, indenture, Contract, License, permit, franchise or other instrument or obligation to which the Acquiror or the Acquiror Principal Shareholder is a party or by which the Acquiror or the Acquiror Principal Shareholder or any of their respective assets and properties are bound or affected. There is no agreement, judgment or Order binding upon the Acquiror or the Acquiror Principal Shareholder which has, or could reasonably be expected to have, the effect of prohibiting or materially impairing any business practice of the Acquiror or the conduct of business by the Acquiror as currently conducted. The Acquiror has filed all forms, reports and documents required to be filed with any Governmental Authority and the Acquiror has made available such forms, reports and documents to Acquiree and the Acquiree Shareholders. As of their respective dates, such forms, reports and documents complied in all material respects with the applicable requirements pertaining thereto and none of such forms, reports and documents contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 5.8 Certain Proceedings. There is no Action pending against, or to the Knowledge of the Acquiror or the Acquiror Principal Shareholder, threatened against or affecting, the Acquiror or the Acquiror Principal Shareholder by any Governmental Authority or other Person with respect to the Acquiror or its respective businesses or that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated by this Agreement. The Acquiror is not in violation of and, to the Knowledge of Acquiror or the Acquiror Principal Shareholder, is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of, any applicable Law, rule, regulation, judgment or Order. The Acquiror or any director or officer (in his or her capacity as such) of the Acquiror, is or has not been the subject of any Action involving a claim or violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

Section 5.9 No Brokers or Finders. No Person has, or as a result of the transactions contemplated herein will have, any right or valid claim against the Acquiror, or the Acquiror Principal Shareholder for any commission, fee or other compensation as a finder or broker, or in any similar capacity, based upon arrangements made by or on behalf of the Acquiror, or the Acquiror Principal Shareholder, and the Acquiror Principal Shareholder will indemnify and hold the Acquiror, the Acquiree and the Acquiree Shareholders and harmless against any liability or expense arising out of, or in connection with, any such claim.

Section 5.10 Contracts. Except as disclosed in the SEC Reports, there are no Contracts that are material to the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Acquiror. The Acquiror is not in violation of or in default under (nor does there exist any condition which upon the passage of time or the giving of notice would cause such a violation of or default under) any Contract to which it is a party or to which it or any of its properties or assets is subject, except for violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect of the Acquiror.

Section 5.11 Tax Matters. Tax Returns. The Acquiror has filed all Tax Returns required to be filed (if any) by or on behalf of the Acquiror, as applicable, and has paid all Taxes of the Acquiror, as applicable, required to have been paid (whether or not reflected on any Tax Return). No Governmental Authority in any jurisdiction has made a claim, assertion or threat to the Acquiror that the Acquiror is or may be subject to taxation by such jurisdiction; there are no Liens with respect to Taxes on the Acquiror's property or assets; and there are no Tax rulings, requests for rulings, or closing agreements relating to the Acquiror for any period (or portion of a period) that would affect any period after the date hereof.

(b) No Adjustments, Changes. Neither the Acquiror nor any other Person on behalf of the Acquiror (a) has executed or entered into a closing agreement pursuant to Section 7121 of the Code or any predecessor provision thereof or any similar provision of state, local or foreign law; or (b) has agreed to or is required to make any adjustments pursuant to Section 481(a) of the Code or any similar provision of state, local or foreign law.

(c) No Disputes. There is no pending audit, examination, investigation, dispute, proceeding or claim with respect to any Taxes of the Acquiror, nor is any such claim or dispute pending or contemplated. The Acquiror has delivered to the Acquiree true, correct and complete copies of all Tax Returns and examination reports and statements of deficiencies assessed or asserted against or agreed to by the Acquiror, if any, since its inception and any and all correspondence with respect to the foregoing.

(d) Not a U.S. Real Property Holding Corporation. The Acquiror is not and has never been a U.S. real property holding corporation within the meaning of Section 897(c)(2) of the Code at any time during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(e) No Tax Allocation, Sharing. The Acquiror is not and has never been a party to any Tax allocation or sharing agreement.

(f) No Other Arrangements. The Acquiror is not a party to any Contract or arrangement for services that would result, individually or in the aggregate, in the payment of any amount that would not be deductible by reason of Section 162(m), 280G or 404 of the Code. The Acquiror is not a “consenting corporation” within the meaning of Section 341(f) of the Code. The Acquiror does not have any “tax-exempt bond financed property” or “tax-exempt use property” within the meaning of Section 168(g) or (h), respectively of the Code. The Acquiror does not have any outstanding closing agreement, ruling request, request for consent to change a method of accounting, subpoena or request for information to or from a Governmental Authority in connection with any Tax matter. During the last two years, the Acquiror has not engaged in any exchange with a related party (within the meaning of Section 1031(f) of the Code) under which gain realized was not recognized by reason of Section 1031 of the Code. The Acquiror is not a party to any reportable transaction within the meaning of Treasury Regulation Section 1.6011-4.

Section 5.12 Labor Matters. There are no collective bargaining or other labor union agreements to which the Acquiror is a party or by which it is bound. No material labor dispute exists or, to the Knowledge of the Acquiror, is imminent with respect to any of the employees of the Acquiror.

(b) Except as set forth in Section 5.13 of the Acquiror Disclosure Schedule, the Acquiror does not have any employees, independent contractors or other Persons providing services to them. The Acquiror is in full compliance with all Laws regarding employment, wages, hours, benefits, equal opportunity, collective bargaining, the payment of Social Security and other taxes, and occupational safety and health. The Acquiror is not liable for the payment of any compensation, damages, taxes, fines, penalties or other amounts, however designated, for failure to comply with any of the foregoing Laws.

(c) No director, officer or employee of the Acquiror is a party to, or is otherwise bound by, any Contract (including any confidentiality, non-competition or proprietary rights agreement) with any other Person that in any way adversely affects or will materially affect (a) the performance of his or her duties as a director, officer or employee of the Acquiror or (b) the ability of the Acquiror to conduct its business. Each employee of the Acquiror is employed on an at-will basis and the Acquiror does not have any Contract with any of its employees which would interfere with its ability to discharge its employees.

Section 5.13 Employee Benefits. Except as set forth on Schedule 5.13, the Acquiror has not maintained or contributed to any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical or other plan, arrangement or understanding (whether or not legally binding) providing benefits to any current or former employee, officer or director of the Acquiror. There are no employment, consulting, indemnification, severance or termination agreements or arrangements between the Acquiror and any current or former employee, officer or director of the Acquiror, nor does the Acquiror have any general severance plan or policy.

(b) The Acquiror has not maintained or contributed to any “employee pension benefit plans” (as defined in Section 3(2) of ERISA), “employee welfare benefit plans” (as defined in Section 3(1) of ERISA) or any other benefit plan for the benefit of any current or former employees, consultants, officers or directors of the Acquiror.

Section 5.14 Title to Assets. Except as set forth on Schedule 5.14, the Acquiror does not own any real property. The Acquiror has sufficient title to, or valid leasehold interests in, all of its properties and assets used in the conduct of its businesses. All such assets and properties, other than assets and properties in which the Acquiror has leasehold interests, are free and clear of all Liens, except for Liens that, in the aggregate, do not and will not materially interfere with the ability of the Acquiror to conduct business as currently conducted.

Section 5.15 Intellectual Property. The Acquiror does not own, use or license any Intellectual Property in its business as presently conducted.

Section 5.16 SEC Reports. The Acquiror has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC since October 30, 2015, pursuant to the Exchange Act (the “**SEC Reports**”).

(b) As of their respective dates, the SEC Reports and any registration statements filed by the Acquiror under the Securities Act (the “**Registration Statements**”) complied in all material respects with the requirements of the Exchange Act and the Securities Act, as applicable, and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports or Registration Statements, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Acquiror included in the SEC Reports and the Registration Statements comply in all respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto, or, in the case of unaudited statements as permitted by Form 10-Q), and fairly present in all material respects (subject in the case of unaudited statements, to normal, recurring audit adjustments) the financial position of the Acquiror as at the dates thereof and the results of its operations and cash flows for the periods then ended. The disclosure set forth in the SEC Reports and Registration Statements regarding the Acquiror’s business is current and complete and accurately reflects operations of the Acquiror as it exists as of the date hereof.

Section 5.17 Internal Accounting Controls. As set forth in the SEC Reports, the Acquiror maintains a system of internal accounting controls sufficient to provide reasonable assurance that (a) transactions are executed in accordance with management’s general or specific authorizations, (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, (c) access to assets is permitted only in accordance with management’s general or specific authorization, and (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. As set forth in the SEC Reports, the Acquiror has established disclosure controls and procedures for the Acquiror and designed such disclosure controls and procedures to ensure that material information relating to the Acquiror is made known to the officers by others within the Acquiror. As set forth in the SEC Reports, the Acquiror’s officers have evaluated the effectiveness of the Acquiror’s controls and procedures. Since the Acquiror Most Recent Fiscal Year End, there have been no significant changes in the Acquiror’s internal controls or, to the Knowledge of the Acquiror or the Acquiror Principal Shareholder, in other factors that could significantly affect the Acquiror’s internal controls.

Section 5.18 Application of Takeover Protections. The Acquiror has taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Acquiror Organizational Documents or the Laws of its state of incorporation that is or could become applicable to the transactions contemplated hereby.

Section 5.19 Transactions With Affiliates and Employees. Except as disclosed in the SEC Reports, no officer, director, employee or stockholder of the Acquiror or any Affiliate of any such Person, has or has had, either directly or indirectly, an interest in any transaction with the Acquiror (other than for services as employees, officers and directors), including any Contract or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such Person or, to the Knowledge of the Acquiror or the Acquiror Principal Shareholder, any entity in which any such Person has an interest or is an officer, director, trustee or partner.

Section 5.20 Liabilities. Except as set forth in the SEC Reports and on Schedule 5.20, the Acquiror does not have any Liability (and there is no Action pending, or to the Knowledge of the Acquiror or the Acquiror Principal Shareholder, threatened against the Acquiror that would reasonably be expected to give rise to any Liability). The Acquiror is not a guarantor nor is it otherwise liable for any Liability or obligation (including Indebtedness) of any other Person. There are no financial or contractual obligations of the Acquiror (including any obligations to issue capital stock or other securities) executory after the Closing Date. Except for the liabilities listed on Schedule 5.20, all Liabilities of the Acquiror shall have been paid off at or prior to the Closing and shall in no event remain Liabilities of the Acquiror, the Acquiree or the Acquiree Shareholders following the Closing.

Section 5.21 Bank Accounts and Safe Deposit Boxes. At the time of execution and delivery of the Agreement there are no bank accounts or safe deposit boxes held in the name of the Acquiror.

Section 5.22 Investment Company. Neither the Acquiror nor its affiliate, immediately following the Closing, will become, an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 5.23 Bank Holding Company Act. The Acquiror is not subject to the Bank Holding Company Act of 1956, as amended (the “**BHCA**”) and to regulation by the Board of Governors of the Federal Reserve System (the “**Federal Reserve**”). Neither the Acquiror nor any of its Affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent (25%) or more of the total equity of a bank or any equity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Acquiror nor any of its Affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

Section 5.24 Public Utility Holding Act. The Acquiror is not a “holding company,” or an “affiliate” of a “holding company,” as such terms are defined in the Public Utility Holding Act of 2005.

Section 5.25 Federal Power Act. The Acquiror is not subject to regulation as a “public utility” under the Federal Power Act, as amended.

Section 5.26 Money Laundering Laws. The operations of the Acquiror is and has been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all U.S. and non-U.S. jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the “**Money Laundering Laws**”) and no Proceeding involving the Acquiror with respect to the Money Laundering Laws is pending or, to the knowledge of the Acquiror, threatened.

Section 5.27 Foreign Corrupt Practices. The Acquiror, nor, to the Knowledge of the Acquiror or the Acquiror Principal Shareholder, any director, officer, agent, employee or other Person acting on behalf of the Acquiror has, in the course of its actions for, or on behalf of, the Acquiror (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (d) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

Section 5.28 Absence of Certain Changes or Events. Except as set forth in the SEC Reports, from the Acquiror Most Recent Fiscal Year End (a) the Acquiror has conducted its business only in Ordinary Course of Business; (b) there has not been any change in the assets, Liabilities, financial condition or operating results of the Acquiror, except changes in the Ordinary Course of Business that have not caused, in the aggregate, a Material Adverse Effect on the Acquiror; and (c) the Acquiror has not completed or undertaken any of the actions set forth in Section 5.2. The Acquiror has not taken any steps to seek protection pursuant to any Law or statute relating to bankruptcy, insolvency, reorganization, receivership, liquidation or winding up, nor does the Acquiror have any Knowledge or reason to believe that any of its respective creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact which would reasonably lead a creditor to do so.

Section 5.29 Disclosure. All documents and other papers delivered or made available by or on behalf of the Acquiror or the Acquiror Principal Shareholder in connection with this Agreement are true, complete, correct and authentic in all material respects. No representation or warranty of the Acquiror or the Acquiror Principal Shareholder contained in this Agreement and no statement or disclosure made by or on behalf of the Acquiror or the Acquiror Principal Shareholder to the Acquiree or any Acquiree Shareholder pursuant to this Agreement or any other agreement contemplated herein contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

Section 5.30 Undisclosed Events. No event, Liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to the Acquiror, or its businesses, properties, prospects, operations or financial condition, that would be required to be disclosed by the Acquiror under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Acquiror of its common stock and which has not been publicly announced or will not be publicly announced in a current report on Form 8-K filed by the Acquiror filed within four (4) Business Days after the Closing.

Section 5.31 Non-Public Information. Neither the Acquiror nor any Person acting on its behalf has provided the Acquiree or Acquiree Shareholders or their respective agents or counsel with any information that the Acquiror or the believes constitutes material, non-public information except insofar as the existence and terms of the proposed transactions hereunder may constitute such information and except for information that will be disclosed by the Acquiror in a current report on Form 8-K filed by the Acquiror within four (4) Business Days after the Closing.

Section 5.32 Tacking. This representation shall be on behalf of the Acquiror only, and not the Acquiror Principal Shareholder. The holding period for the Acquiror common stock issued to the Acquiror Noteholders in exchange for the Acquiror Convertible Notes shall tack back, for Rule 144 purposes, to the original issue date of the Acquiror Convertible Notes.

Section 5.33 Shell Status. The Acquiror is not now, has never been, and will not become as a result of the Acquisition Transaction a “shell” company.

ARTICLE VI
CONDUCT PRIOR TO CLOSING

Section 6.1 Conduct of Business. At all times during the period commencing with the execution and delivery of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to the terms hereof or the Closing, each of Acquiror and Acquiree shall, (a) carry on its business diligently and in the usual, regular and Ordinary Course of Business, in substantially the same manner as heretofore conducted and in compliance with all applicable Laws, (b) pay or perform its material obligations when due, (c) use its commercially reasonable efforts, consistent with past practices and policies, to preserve intact its present business organization, keep available the services of its present officers and employees and preserve its relationships with customers, suppliers, distributors, licensors, licensees and others with which it has business dealings, and (d) keep its business and properties substantially intact, including its present operations, physical facilities and working conditions. In furtherance of the foregoing and subject to applicable Law, the Acquiror shall confer with Acquiree, and the Acquiree shall confer with Acquiror as promptly as practicable, prior to taking any material actions or making any material management decisions with respect to the conduct of the business of Acquiror or Acquiree, as applicable.

Section 6.2 Restrictions on Conduct of Business. Without limiting the generality of the terms of Section 6.1 hereof, except (i) as required by the terms hereof, or (ii) to the extent that Acquiree shall otherwise consent in writing, at all times during the period commencing with the execution and delivery of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to the terms hereof or the Closing, neither the Acquiror, nor the Acquiror Principal Shareholder shall do any of the following, or permit the Acquiror to do any of the following:

(a) except as required by applicable Law, waive any stock repurchase rights, accelerate, amend or change the period of exercisability of options or restricted stock, or reprice options granted under any employee, consultant or director stock plans or authorize cash payments in exchange for any options granted under any of such plans;

(b) enter into any partnership arrangements, joint development agreements or strategic alliances, other than in the Ordinary Course of Business;

(c) (i) increase the compensation or fringe benefits of, or pay any bonuses or special awards to, any present or former director, officer, stockholder or employee of the Acquiror (except for increases in salary or wages in the Ordinary Course of Business) or increase any fees to any independent contractors, (ii) grant any severance or termination pay to any present or former director, officer or employee of the Acquiror, (iii) enter into, amend or terminate any employment Contract, independent contractor agreement or collective bargaining agreement, written or oral, or (iv) establish, adopt, enter into, amend or terminate any bonus, profit sharing, incentive, severance, or other plan, agreement, program, policy, trust, fund or other arrangement that would be an employee benefit plan if it were in existence as of the date of this Agreement, except as required by applicable Law;

(d) issue, deliver, sell, authorize, pledge or otherwise encumber, or propose any of the foregoing with respect to, any shares of capital stock or any securities convertible into, or exercisable or exchangeable for, shares of capital stock of the Acquiror, or subscriptions, rights, warrants or options to acquire any shares of capital stock or any securities convertible into, or exercisable or exchangeable for, shares of capital stock of the Acquiror or enter into other Contracts or commitments of any character obligating it to issue any such shares of capital stock of the Acquiror, or securities convertible into, or exercisable or exchangeable for, shares of capital stock of the Acquiror;

- (e) cause, permit or propose any amendments to any Acquiror Organizational Documents other than as contemplated by this Agreement;
- (f) acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or a portion of the assets of, or by any other manner, any business or any corporation, limited liability company, general or limited partnership, joint venture, association, business trust or other business enterprise or entity, or otherwise acquire or agree to acquire any assets other than in the Ordinary Course of Business;
- (g) adopt a plan of merger, complete or partial liquidation, dissolution, consolidation, restructuring, recapitalization or other reorganization;
- (h) except as required by applicable Law, adopt or amend any employee benefit plan or employee stock purchase or employee stock option plan, or enter into any employment Contract or collective bargaining agreement (other than offer letters and letter agreements entered into in the Ordinary Course of Business with employees who are terminable "at will"), pay any special bonus or special remuneration to any director or employee other than in the Ordinary Course of Business, or increase the salaries or wage rates or fringe benefits (including rights to severance or indemnification) of its officers;
- (i) except in the Ordinary Course of Business, modify, amend or terminate any Contract to which the Acquiror is a party, or waive, delay the exercise of, release or assign any rights or claims thereunder;
- (j) sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any of its properties or assets, except in the Ordinary Course of Business;
- (k) (i) incur any Indebtedness or guarantee any such Indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Acquiror, guarantee any debt securities of another Person, enter into any "keep well" or other agreement to maintain any financial statement condition of another Person or enter into any arrangement having the economic effect of any of the foregoing, except for endorsements and guarantees for collection, short-term borrowings and lease obligations, in each case incurred in the Ordinary Course of Business, or (ii) make any loans, advances or capital contributions to, or investment in, any other Person, other than to the Acquiror;
- (l) pay, discharge or satisfy any claims (including claims of stockholders), Liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), except for the payment, discharge or satisfaction of liabilities or obligations in the Ordinary Course of Business or in accordance with their terms as in effect on the date hereof, or waive, release, grant, or transfer any rights of material value or modify or change in any material respect any existing License, Contract or other document, other than in the Ordinary Course of Business;
- (m) change any financial reporting or accounting principle, methods or practices used by it unless otherwise required by applicable Law or GAAP;
- (n) settle or compromise any litigation (whether or not commenced prior to the date of this Agreement);

(o) (i) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, or (iii) purchase, redeem or otherwise acquire any shares of capital stock of the Acquiror or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities;

(p) enter into any transaction with any of its directors, officers, stockholders, or other Affiliates;

(q) make any capital expenditure in excess of \$25,000;

(r) (i) grant any license or sublicense of any rights under or with respect to any Intellectual Property; (ii) dispose of or let lapse and Intellectual Property, or any application for the foregoing, or any license, permit or authorization to use any Intellectual Property or (iii) amend, terminate any other Contract, license or permit to which the Acquiror is a party;

(s) make, or permit to be made, without the prior written consent of Acquiree any material Tax election which would affect the Acquiror; or

(t) commit to or otherwise to take any of the actions described in this Section 6.2.

Section 6.3 Reporting Costs. Until Closing, the Acquiror and the Acquiror Principal Shareholder shall bear all costs related to the day to day operations of the Acquiror. However, from the date of execution and delivery of this Agreement until the Closing, Acquiree and Acquiree Shareholders shall be responsible for any and all costs related to SEC reporting, press releases, transfer agents, filings with the state of Delaware, or any other costs associated with the fulfillment of the obligations of Acquiror and Acquiror Principal Shareholder to this Agreement in order to consummate the transaction contemplated herein, but in no event any personal costs, fees and expenses related to Acquiror and Acquiror Principal Shareholder including but not limited to the payment of any Taxes.

ARTICLE VII ADDITIONAL AGREEMENTS

Section 7.1 Access to Information.

(a) The Acquiror shall afford Acquiree its accountants, counsel and other representatives (including the Acquiree Shareholders), reasonable access, during normal business hours, to the properties, books, records and personnel of the Acquiror at any time prior to the Closing in order to enable Acquiree to obtain all information concerning the business, assets and properties, results of operations and personnel of the Acquiror as Acquiree may reasonably request. No information obtained in the foregoing investigation by Acquiree pursuant to this Section 7.1(a) shall affect or be deemed to modify any representation or warranty contained herein or the conditions to the obligations of the Acquiror or the Acquiror Principal Shareholder to consummate the transactions contemplated hereby.

(b) The Acquiree shall afford Acquiror its accountants, counsel and other representatives, reasonable access, during normal business hours, to the properties, books, records and personnel of the Acquiree at any time prior to the Closing in order to enable Acquiror to obtain all information concerning the business, assets and properties, results of operations and personnel of the Acquiree as Acquiror may reasonably request. No information obtained in the foregoing investigation by Acquiror pursuant to this Section 7.1(b) shall affect or be deemed to modify any representation or warranty contained herein or the conditions to the obligations of the Acquiree or the Acquiree Shareholders to consummate the transactions contemplated hereby.

Section 7.2 Legal Requirements. The Parties shall take all reasonable actions necessary or desirable to comply promptly with all legal requirements which may be imposed on them with respect to the consummation of the transactions contemplated by this Agreement (including, without limitation, furnishing all information required in connection with approvals of or filings with any Governmental Authority, and prompt resolution of any litigation prompted hereby), and shall promptly cooperate with, and furnish information to, the other Parties to the extent necessary in connection with any such requirements imposed upon any of them in connection with the consummation of the transactions contemplated by this Agreement.

Section 7.3 Notification of Certain Matters. Acquiree shall give prompt notice to the Acquiror Principal Shareholder, and the Acquiror Principal Shareholder shall give prompt notice to the Acquiree, of the occurrence, or failure to occur, of any event, which occurrence or failure to occur would be reasonably likely to cause (i) any representation or warranty contained in this Agreement to be untrue or inaccurate at the Closing, such that the conditions set forth in Article X hereof, as the case may be, would not be satisfied or fulfilled as a result thereof, or (ii) any material failure of any Acquiree, Acquiree Shareholder, the Acquiror or the Acquiror Principal Shareholder, as the case may be, or of any officer, director, employee or agent thereof, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 7.3 shall not limit or otherwise affect the rights and remedies available hereunder to the Party receiving such notice.

ARTICLE VIII POST CLOSING COVENANTS

Section 8.1 General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request.

Section 8.2 Litigation Support. In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that existed on or prior to the Closing Date involving the Acquiror or Acquiree, each of the other Parties will cooperate with such Party and such Party's counsel in the contest or defense, make available any personnel under their control, and provide such testimony and access to their books and records as shall be reasonably necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party.

Section 8.3 Assistance with Post-Closing SEC Reports and Inquiries and Tax Filings. After the Closing Date, the Acquiror Principal Shareholder shall use its reasonable best efforts to provide such information available to him, including information, filings, reports, financial statements or other circumstances of the Acquiror occurring, reported or filed prior to the Closing, as may be necessary or required for the preparation of the post-Closing Date reports that the Acquiror is required to file with the SEC the IRS, or filings required to address and resolve matters as may relate to the period prior to the Closing and any SEC comments relating thereto or any SEC inquiry thereof. Acquiror Principal Shareholder shall bear no costs related to post-Closing SEC Reports and inquiries or tax filings that occurred or accrued prior to the Closing Date in connection with Acquiror and Acquiror Principal Shareholder.

Section 8.4 Public Announcements. The Acquiror shall file with the SEC a Form 8-K describing the material terms of the transactions contemplated hereby as soon as practicable following the Closing Date but in no event more than four (4) business days following the Closing Date. Prior to the Closing Date, the Parties shall consult with each other in issuing the Form 8-K, press releases or otherwise making public statements or filings and other communications with the SEC or any regulatory agency or stock market or trading facility with respect to the transactions contemplated hereby and no Party shall issue any such press release or otherwise make any such public statement, filings or other communications without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by Law, in which case the disclosing Party shall provide the other Parties with prior notice of no less than three (3) calendar days, of such public statement, filing or other communication and shall incorporate into such public statement, filing or other communication the reasonable comments of the other Parties.

Section 8.5 Spin Off Agreement. On the Closing Date, Acquiror Principal Shareholder will have entered into a Spin Off Agreement in the forms annexed hereto as Exhibit B with Acquiror for the sale of the existing wholly owned subsidiary of the Acquiror in exchange for Acquiror Principal Shareholder's shares of Common Stock of Acquiror. The Spin Off Agreement shall not close less than five (5) days from the Closing of this Agreement.

ARTICLE IX CONDITIONS TO CLOSING

Section 9.1 Conditions to Obligation of the Parties Generally. The Parties shall not be obligated to consummate the transactions to be performed by each of them in connection with the Closing if, on the Closing Date, (i) any Action shall be pending or threatened before any Governmental Authority wherein an Order or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (ii) any Law or Order which would have any of the foregoing effects shall have been enacted or promulgated by any Governmental Authority; or (iii) the Acquiree shall not have received an audit report with respect to its two most recently completed fiscal years from an independent accounting firm that is registered with the Public Company Accounting Oversight Board.

Section 9.2 Conditions to Obligation of the Acquiree Parties. The obligations of the Acquiree, and the Acquiree Shareholders to enter into and perform their respective obligations under this Agreement are subject, at the option of the Acquiree and the Acquiree Shareholders, to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by the Acquiree and the Acquiree Shareholders in writing:

(a) The representations and warranties of the Acquiror and the Acquiror Principal Shareholder set forth in this Agreement shall be true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date);

(b) The Acquiror shall have performed and complied with all of their covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by terms such as "material" and "Material Adverse Effect," in which case the Acquiror shall have performed and complied with all of such covenants in all respects through the Closing;

(c) No action, suit, or proceeding shall be pending or, to the Knowledge of the Acquiror, threatened before any Governmental Authority wherein an Order or charge would (A) affect adversely the right of the Acquiree Shareholders to own the Acquiror Shares or to control the Acquiror, or (B) affect adversely the right of the Acquiror to own its assets or to operate its business (and no such Order or charge shall be in effect), nor shall any Law or Order which would have any of the foregoing effects have been enacted or promulgated by any Governmental Authority;

(d) No event, change or development shall exist or shall have occurred since the Acquiror Most Recent Fiscal Year End that has had or is reasonably likely to have a Material Adverse Effect on the Acquiror;

(e) All consents, waivers, approvals, authorizations or Orders required to be obtained, and all filings required to be made, by the Acquiror for the authorization, execution and delivery of this Agreement and the consummation by it of the transactions contemplated by this Agreement, shall have been obtained and made by the Acquiror and Acquiror shall have delivered proof of same to the Acquiree, and Acquiree Shareholders;

(f) Acquiror shall have filed all reports and other documents required to be filed by it under the U.S. federal securities laws through the Closing Date;

(g) There shall not be any outstanding obligation or Liability (whether accrued, absolute, contingent, liquidated or otherwise, whether due or to become due), except as set forth on Schedule 5.20 of Acquiror's Disclosure Schedule, of the Acquiror, whether or not known to the Acquiror, as of the Closing;

(h) Acquiror shall have delivered to the Acquiree, and Acquiree Shareholders a certificate, dated the Closing Date, executed by an officer of the Acquiror, certifying the satisfaction of the conditions specified in Sections 9.2(a) through 9.2(l), inclusive, relating to the Acquiror;

(i) The Acquiror Principal Shareholder shall have delivered to the Acquiree, and Acquiree Shareholders a certificate, dated the Closing Date, executed by such Acquiror Principal Shareholder, certifying the satisfaction of the conditions specified in Section 9.2(a) inclusive, relating to such Acquiror Principal Shareholder;

(j) Acquiror shall have delivered to the Acquiree and the Acquiree Shareholders (i) a certificate evidencing the formation and good standing of the Acquiror in its jurisdiction of formation issued by the Secretary of State (or comparable office) of such jurisdiction of formation as of a date within fifteen (15) days of the Closing Date; and (ii) a certificate evidencing the Acquiror's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each jurisdiction in which the Acquiror conducts business and is required to so qualify, as of a date within five (5) days of the Closing Date;

(k) Acquiror shall have delivered to the Acquiree and the Acquiree Shareholders a certificate duly executed by the Secretary of the Acquiror and dated as of the Closing Date, as to (i) the resolutions as adopted by the Acquiror's board of directors, in a form reasonably acceptable to the Acquiree, approving this Agreement and the Transaction Documents to which it is a party and the transactions contemplated hereby and thereby; (ii) the Acquiror Organizational Documents, each as in effect at the Closing; and (iv) the incumbency of each authorized officer of the Acquiror signing this Agreement and any other agreement or instrument contemplated hereby to which the Acquiror is a party;

(l) Acquiror shall have delivered to the Acquiree and the Acquiree Shareholders a statement from the Acquiror's transfer agent regarding the number of issued and outstanding shares of Acquiror Common Stock immediately before the Closing;

(m) Acquiror shall have delivered to the Acquiree and the Acquiree Shareholders such pay-off letters and releases relating to any Liabilities of the Acquiror, provided, however, that no pay-off letters and releases shall be delivered for the Liabilities set forth on Schedule 5.20 of Acquiror's Disclosure Schedule;

(n) Acquiror shall have delivered to the Acquiree and the Acquiree Shareholders duly executed letters of resignation from all of the directors and officers of the Acquiror, effective as of the Closing, with the exception that the resignation of Joseph Segelman from the Acquiror's board of directors shall not become effective until such time as his replacement is duly elected and qualified;

(o) Acquiror shall have delivered to the Acquiree and the Acquiree Shareholders a duly executed release by the current directors, officers and 10% or greater stockholders of the Acquiror and from such former directors, officers and 10% or greater stockholders of the Acquiror as the Acquiree and the Acquiree Shareholders shall reasonably request, in favor of the Acquiror, the Acquiree and the Acquiree Shareholders;

(p) Acquiror shall have delivered to the Acquiree and the Acquiree Shareholders resolutions of the Acquiror's board of directors (i) appointing Jim Joyce to serve as Chief Executive Officer of the Acquiror, and Chairman of the Acquiror's board of directors, with an employment agreement acceptable to him and commensurate with his previous public company compensation; and (ii) nominating Craig P. Roberts to serve as a member of the Acquiror's board of directors, effective as of the Closing;

(q) Acquiree and the Acquiree Shareholders shall have completed their legal, accounting and business due diligence of the Acquiror and the results thereof shall be satisfactory to the Acquiree and the Acquiree Shareholders in their sole and absolute discretion;

(r) Acquiror shall have received regulatory and requisite shareholder approval to change its name to Sigyn Therapeutics, Inc.; and

(s) The following having been met: (i) a minimum Acquiror closing share price of \$2 on the trading day prior to Closing; (ii) a minimum Acquiror market cap of \$25 million on the date of Closing; (iii) cancellation of all preferred stock of Acquiror (unless a class is created for Closing consideration); (iv) an agreed upon liquidation plan, which includes an agreed upon restriction on stock sales by Acquiror shareholders holding five percent (5%) or more of the outstanding shares of common stock of Acquiror; (v) a minimum 10 to 1 ratio of Acquiror shares of common stock authorized to outstanding at Closing; (vi) Acquiror must have filed all filings on a timely basis required by SEC rule and regulation and have filed its Quarterly Report on Form 10-Q for the three months ended June 30, 2020; (vii); (vii) there will be no liabilities on the balance sheet of Acquiror, nor will Acquiror be liable for any forgiveness of indebtedness income which cannot be fully offset by losses and/or loss carryforwards, resulting in zero tax liability for the post Closing entity; and (ix) there shall be no options, warrants or other securities exchangeable or convertible into common stock of the Acquiror outstanding.

(t) All actions to be taken by the Acquiror and the Acquiror Principal Shareholder in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to the Acquiree and the Acquiree Shareholders.

L. (u) Certificates, in a form set forth on Exhibit B, representing the new shares of Acquiror Stock issued to the Acquiree Shareholders described on Schedule

(v) Acquiror shall have delivered to the Acquiree and the Acquiree Shareholders Lock-Up and Resale Restriction Agreements executed by Acquiror Principal Shareholder.

(w) On the Closing Date, Acquiror Principal Shareholder will have entered into a Spin Off Agreement in the forms annexed hereto as Exhibit B with Acquiror for the sale of the existing wholly owned subsidiary of the Acquiror in exchange for Acquiror Principal Shareholder's shares of Common Stock of Acquiror. The Spin Off Agreement shall not close less than five (5) days from the Closing of this Agreement.

Section 9.3 Conditions to Obligation of the Acquiror Parties. The obligations of the Acquiror and the Acquiror Principal Shareholder to enter into and perform their respective obligations under this Agreement are subject, at the option of the Acquiror and the Acquiror Principal Shareholder, to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by the Acquiror and the Acquiror Principal Shareholder in writing:

(a) The representations and warranties of the Acquiree and the Acquiree Shareholders set forth in this Agreement shall be true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date);

(b) The Acquiree and the Acquiree Shareholders shall have performed and complied with all of their covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by terms such as "material" and "Material Adverse Effect," in which case the Acquiree and the Acquiree Shareholders shall have performed and complied with all of such covenants in all respects through the Closing;

(c) All consents, waivers, approvals, authorizations or Orders required to be obtained, and all filings required to be made, by the Acquiree for the authorization, execution and delivery of this Agreement and the consummation by it of the transactions contemplated by this Agreement, shall have been obtained and made by the Acquiree and Acquiree shall have delivered proof of same to the Acquiror and Acquiror Principal Shareholder;

(d) Acquiree shall have delivered to the Acquiror and Acquiror Principal Shareholder a certificate, dated the Closing Date, executed by an officer of the Acquiree, certifying the satisfaction of the conditions specified in Sections 9.3(a) through 9.3(c), inclusive, relating to the Acquiree;

(e) Acquiree shall have delivered to the Acquiror and the Acquiror Principal Shareholder a certificate duly executed by the Secretary of the Acquiree and dated as of the Closing Date, as to (i) the resolutions as adopted by the Acquiree's board of directors, in a form reasonably acceptable to the Acquiror, approving this Agreement and the Transaction Documents to which it is a party and the transactions contemplated hereby and thereby; (ii) the Acquiree Organizational Documents, each as in effect at the Closing; and (iii) the incumbency of each authorized officer of the Acquiree signing this Agreement and any other agreement or instrument contemplated hereby to which the Acquiree is a party;

(f) Acquiror and the Acquiror Principal Shareholder shall have completed their legal, accounting and business due diligence of the Acquiree and the results thereof shall be satisfactory to the Acquiror and the Acquiror Principal Shareholder in their sole and absolute discretion;

(g) Acquiree Shareholders shall have delivered to Acquiror stock certificates representing 100% of the Acquiree Interests;

(h) Acquiree shall have delivered to the Acquiror and the Acquiror Principal Shareholder (i) a certificate evidencing the formation and good standing of the Acquiree in its jurisdiction of formation issued by the Secretary of State (or comparable office) of such jurisdiction of formation as of a date within fifteen (15) days of the Closing Date; and (ii) a certificate evidencing the Acquiree's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each jurisdiction in which the Acquiree conducts business and is required to so qualify, as of a date within five (5) days of the Closing Date;

(i) No action, suit, or proceeding shall be pending or, to the Knowledge of the Acquiree, threatened before any Governmental Authority wherein an Order or charge would adversely affect the right of the Acquiree to own its assets or to operate its business (and no such Order or charge shall be in effect), nor shall any Law or Order which would have any of the foregoing effects have been enacted or promulgated by any Governmental Authority;

(j) No event, change or development shall exist or shall have occurred since the Acquiree Most Recent Fiscal Year End that has had or is reasonably likely to have a Material Adverse Effect on the Acquiree;

(k) Acquiree shall have offered in a private placement transaction up to \$1,500,000 of convertible notes, of which Acquiror shareholders may invest up to \$500,000 which convertible notes shall have a term of one year and pay an Original Issuer Discount (OID) of 10% and a note conversion price of \$20 (based on an approximate Acquiree valuation of \$12,500,000) and the noteholders shall receive a five-year warrant to purchase a common share based on a price equal to \$30 (based on an approximate Acquiree valuation of \$17,500,000);

(l) All actions to be taken by the Acquiree and the Acquiree Shareholders in connection with consummation of the transactions contemplated hereby and all payments, certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to the Acquiror and the Acquiror Principal Shareholder.

ARTICLE X TERMINATION

Section 10.1 Grounds for Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date:

(a) by the mutual written agreement of the Parties;

(b) by the Acquiror or the Acquiree (by written notice of termination from such Party to the other Parties) if a Governmental Authority of competent jurisdiction shall have issued a final non-appealable Order, or shall have taken any other action having the effect of, permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; provided, however, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to a Party if such Order was primarily due to the failure of such Party to perform any of its obligations under this Agreement;

(c) by the Acquiror, Acquiree or the Acquiree Shareholders (by written notice of termination from such Party to the other Parties) if any event shall occur after the date hereof that shall have made it impossible to satisfy a condition precedent to the terminating Party's obligations to perform its obligations hereunder, unless the occurrence of such event shall be due to the failure of the terminating Party to perform or comply with any of the agreements, covenants or conditions hereof to be performed or complied with by such Party at or prior to the Closing;

(d) by Acquiree or the Acquiree Shareholders (by written notice of termination from Acquiree to the Acquiror Principal Shareholder, in which reference is made to this subsection) if, since the date of this Agreement, there shall have occurred any Material Adverse Effect on the Acquiror, or there shall have occurred any event or circumstance that, in combination with any other events or circumstances, could reasonably be expected to have, a Material Adverse Effect with respect to the Acquiror;

(e) by the Acquiree (by written notice of termination from the Acquiree to the Acquiror and the Acquiror Principal Shareholder, in which reference is made to the specific provision(s) of this subsection giving rise to the right of termination) if (i) any of Acquiror's or the Acquiror Shareholder's representations and warranties shall have been inaccurate as of the date of this Agreement or as of a date subsequent to the date of this Agreement (as if made on such subsequent date), such that the condition set forth in Section 9.3(a) would not be satisfied and such inaccuracy has not been cured by Acquiror or the Acquiror Principal Shareholder within five (5) Business Days after its receipt of written notice thereof and remains uncured at the time notice of termination is given, (ii) any of the Acquiror's or Acquiror Principal Shareholder's covenants contained in this Agreement shall have been breached, such that the condition set forth in Section 9.3(b) would not be satisfied, or (iii) any Action shall be initiated, threatened or pending which could reasonably be expected to materially and adversely affect the Acquiror or Acquiree (including, without limitation, any such Action relating to any alleged violation of, or non-compliance with, any applicable Law or any allegation of fraud or intentional misrepresentation); or

(f) by the Acquiror and the Acquiror Principal Shareholder (by written notice of termination from the Acquiror to the Acquiree and the Acquiree Shareholders, in which reference is made to the specific provision(s) of this subsection giving rise to the right of termination) if (i) any of Acquiree's or the Acquiree Shareholder's representations and warranties shall have been inaccurate as of the date of this Agreement or as of a date subsequent to the date of this Agreement (as if made on such subsequent date) and such inaccuracy has not been cured by Acquiree or the Acquiree Shareholders within five (5) Business Days after its receipt of written notice thereof and remains uncured at the time notice of termination is given, (ii) any of the Acquiree's or Acquiree Shareholder's covenants contained in this Agreement shall have been breached, or (iii) any Action shall be initiated, threatened or pending which could reasonably be expected to materially and adversely affect the Acquiror or Acquiree (including, without limitation, any such Action relating to any alleged violation of, or non-compliance with, any applicable Law or any allegation of fraud or intentional misrepresentation).

Section 10.2 Procedure and Effect of Termination. In the event of the termination of this Agreement by the Acquiror Principal Shareholder or Acquiree pursuant to Section 10.1 hereof, written notice thereof shall forthwith be given to the other Party. If this Agreement is terminated as provided herein (a) each Party will redeliver all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same; provided, that each Party may retain one copy of all such documents for archival purposes in the custody of its outside counsel and (b) all filings, applications and other submission made by any Party to any Person, including any Governmental Authority, in connection with the transactions contemplated hereby shall, to the extent practicable, be withdrawn by such Party from such Person.

Section 10.3 Effect of Termination. If this Agreement is terminated pursuant to Section 10.1 hereof, this Agreement shall become void and of no further force and effect.

ARTICLE XI
SURVIVAL

Section 11.1 Survival. All representations, warranties, covenants, and obligations in this Agreement shall survive one year after the Closing. The right to indemnification, payment of damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages, or other remedy based on such representations, warranties, covenants, and obligations.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.1 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

Section 12.2 Confidentiality.

(a) The Parties will maintain in confidence, and will cause their respective directors, officers, employees, agents, and advisors to maintain in confidence, any written, oral, or other information obtained in confidence from another Person in connection with this Agreement or the transactions contemplated by this Agreement, unless (a) such information is already known to such Party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such Party, (b) the use of such information is necessary or appropriate in making any required filing with the SEC, or obtaining any consent or approval required for the consummation of the transactions contemplated by this Agreement, or (c) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings.

(b) In the event that any Party is required to disclose any information of another Person pursuant to clause (b) or (c) of Section 12.2(a) above, the Party requested or required to make the disclosure (the “**Disclosing Party**”) shall provide the Person that provided such information (the “**Providing Party**”) with prompt notice of any such requirement so that the providing party may seek a protective Order or other appropriate remedy and/or waive compliance with the provisions of this Section 12.2. If, in the absence of a protective Order or other remedy or the receipt of a waiver by the providing party, the disclosing party is nonetheless, in the opinion of counsel, legally compelled to disclose the information of the providing party, the disclosing party may, without liability hereunder, disclose only that portion of the providing party’s information which such counsel advises is legally required to be disclosed, provided that the disclosing party exercises its reasonable efforts to preserve the confidentiality of the providing party’s information, including, without limitation, by cooperating with the providing party to obtain an appropriate protective Order or other relief assurance that confidential treatment will be accorded the providing party’s information.

(c) If the transactions contemplated by this Agreement are not consummated, each Party will return or destroy all of such written information each party has regarding the other Parties.

Section 12.3 Notices. All notices, demands, consents, requests, instructions and other communications to be given or delivered or permitted under or by reason of the provisions of this Agreement or in connection with the transactions contemplated hereby shall be in writing and shall be deemed to be delivered and received by the intended recipient as follows: (i) if personally delivered, on the Business Day of such delivery (as evidenced by the receipt of the personal delivery service), (ii) if mailed certified or registered mail return receipt requested, two (2) Business Days after being mailed, (iii) if delivered by overnight courier (with all charges having been prepaid), on the Business Day of such delivery (as evidenced by the receipt of the overnight courier service of recognized standing), or (iv) if delivered by facsimile transmission or other electronic means, including email, on the Business Day of such delivery if sent by 5:30 p.m. in the time zone of the recipient, or if sent after that time, on the next succeeding Business Day. If any notice, demand, consent, request, instruction or other communication cannot be delivered because of a changed address of which no notice was given (in accordance with this Section 12.3), or the refusal to accept same, the notice, demand, consent, request, instruction or other communication shall be deemed received on the second business day the notice is sent (as evidenced by a sworn affidavit of the sender). All such notices, demands, consents, requests, instructions and other communications will be sent to the following addresses or facsimile numbers as applicable:

If to Acquiror or the Acquiror Principal Shareholder, to: Reign Resources Corporation
9190 W. Olympic Blvd #263
Beverly Hills, CA 90212
Attn: Joseph Segelman / Chief Executive Officer
Fax No.:

If to the Acquiree, to: Sigyn Therapeutics Inc.
8808 Rio San Diego Drive, Suite 800
San Diego, CA. 92108
Attn: James A. Joyce / Chief Executive Officer
Fax No.:

If to the Acquiree Shareholders, to: The applicable address set forth on Schedule I hereto.

or such other addresses as shall be furnished in writing by any Party in the manner for giving notices hereunder.

Section 12.4 Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Parties may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Section 12.5 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 12.6 Entire Agreement and Modification. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Party against whom the enforcement of such amendment is sought.

Section 12.7 Assignments, Successors, and No Third-Party Rights. No Party may assign any of its rights under this Agreement without the prior consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties. Except as set forth in Article XIII hereof, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 12.8 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 12.9 Section Headings. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Article" or "Articles" or "Section" or "Sections" refer to the corresponding Article or Articles or Section or Sections of this Agreement, unless the context indicates otherwise.

Section 12.10 Construction. The Parties have participated jointly in the negotiation and construction of this Agreement. Each Party has retained independent legal counsel to advise on this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless otherwise expressly provided, the word "including" shall mean including without limitation. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of such representation, warranty, or covenant. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

Section 12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Section 12.12 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the U.S. or any state thereof having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 12.13 below), in addition to any other remedy to which they may be entitled, at Law or in equity.

Section 12.13 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of California without regard to conflicts of Laws principles. Each of the Parties submits to the jurisdiction of any state or federal court sitting in the State of California, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.3 above. Nothing in this Section 12.13, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law or at equity. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity.

Section 12.14 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signatures follow on next page]

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

ACQUIROR:

REIGN RESOURCES CORPORATION

By: _____

Name: Joseph Segelman

Title: Chief Executive Officer

ACQUIROR PRINCIPAL SHAREHOLDER:

Name: Joseph Segelman

[Signatures continue on next page]

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

ACQUIREE:

SIGYN THERAPEUTICS INC.

By: _____
Name: James A. Joyce
Title: Chairman, CEO

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

ACQUIREE SHAREHOLDER:

By: _____
Name: Craig P. Roberts

ACQUIREE SHAREHOLDER:

By: _____
Name: James A. Joyce

SCHEDULE I

Acquiree Shareholders	Acquiree Shares Held Prior to the Closing	Shares to be Issued at the Closing
James A. Joyce	250,000	
Craig P. Roberts	250,000	
Total	500,000	

Exhibit A

**Forms of Certificate of Designation for Series A Preferred Stock
And Series B Preferred Stock**

Exhibit B
Form of Certificates

ACQUIROR DISCLOSURE SCHEDULE

ACQUIREE DISCLOSURE SCHEDULE

ND: 4823-4581-3449, v. 1

Reign Resources Corporation and Sigyn Therapeutics Announce Definitive Merger Agreement

The Combined Company will Operate as Sigyn Therapeutics and Focus on the Treatment of Life-Threatening Inflammatory Conditions that are Precipitated by Cytokine Storm Syndrome

- Treatment Opportunities for the Company’s Lead Therapeutic Candidate (Sigyn Therapy™) Include, but are not Limited to Sepsis, the #1 Cause of Hospital Deaths and Virus-Induced Cytokine Storm, a Leading Cause of SARS-CoV-2 (COVID-19) deaths.*
- Sigyn’s co-founders have 50+ years of medical technology experience and played instrumental roles in the development of three technologies that the United States Food and Drug Administration (FDA) has permitted for use to treat COVID-19 infected individuals.*
- A Deep Pipeline of Pre-Clinical, Clinical and Regulatory Milestones Planned Over the Next 12-18 Months*

LOS ANGELES, California and SAN DIEGO, California, August 31, 2020 (ACCESSWIRE) – Reign Resources Corporation (“Reign”) (OTC: RGNPD and Sigyn Therapeutics, Inc. (“Sigyn”), a privately held medical technology company focused on the treatment of life-threatening inflammatory conditions, today announced that the companies have entered into a definitive merger agreement pursuant to which Reign will acquire all of the outstanding capital stock of Sigyn in exchange for shares of Reign common stock representing approximately 75 percent of Reign’s outstanding common stock. Upon completion of the merger transaction, Reign will be renamed Sigyn Therapeutics, Inc. and will be led by Sigyn co-founder Jim Joyce, who will serve as Chairman and CEO of the combined company. Additional announcements regarding the combined company’s management structure, Board of Directors and Science Advisory Board will be forthcoming.

Upon completion of the merger, Sigyn Therapeutics will be focused on addressing a significant unmet need in global health; the treatment of life-threatening inflammatory conditions that are precipitated by Cytokine Storm Syndrome (“The Cytokine Storm” or “CSS”) and not addressed with an approved therapy. The annual market opportunity for a therapeutic strategy to prevent or mitigate CSS has been reported to exceed \$20 billion.

Sigyn Therapy™ is a development-stage blood purification technology designed to overcome the limitations of previous drugs and devices to treat life-threatening inflammatory conditions, including sepsis, which is the #1 cause of hospital deaths. The mechanism of Sigyn Therapy allows for a broad-spectrum of inflammatory targets to be depleted from the bloodstream. Among the targets are inflammatory cytokines, cytokine aggregates, endotoxin and CytoVesicles that transport cytokines and other inflammatory cargos.

Beyond sepsis, Cytokine Storm related therapeutic opportunities include, but are not limited to virus induced Cytokine Storm (a leading cause of COVID-19 deaths), bacteria induced Cytokine Storm, acute respiratory distress syndrome (ARDS) and acute forms of liver failure, including hepatic encephalopathy. Sigyn Therapy may also be a candidate to stabilize or extend the life of patients waiting for the identification of a matched liver for transplantation. In such a scenario, Sigyn Therapy™ would serve as a bridge-to-liver transplant. Cytokine Storm Syndrome can also result from trauma, severe burns, acute pancreatitis, adverse drug reactions, cancer immunotherapies, cancer cachexia, acute kidney injury (AKI) and severe pneumonia.

Other Corporate Highlights

- Sigyn’s co-founders have 50+ years of experience in the medical technology field and played instrumental roles in the development of three technologies that have been cleared by the FDA to treat COVID-19 infected individuals.
-

- Jim Joyce, the Chairman and CEO of Sigyn Therapeutics has two decades of public company CEO and Board leadership experience. Specific to therapeutic blood purification, Mr. Joyce was the founder, Chairman and CEO of Aethlon Medical, a company that he navigated from a single shareholder start-up to Nasdaq-traded Company with 8000+ shareholders.
- Sigyn Therapy aligns with U.S. government initiatives to support broad-spectrum treatment countermeasures that mitigate life-threatening conditions resulting from pandemic outbreaks such as COVID-19.
- A deep pipeline of pre-clinical, clinical and regulatory milestones are planned over the next 12-18 months.

About the Merger

Pursuant to the merger agreement, Reign will acquire all of the outstanding capital stock of Sigyn in exchange for the issuance of newly issued shares of Reign common stock upon closing, subject to the satisfaction of various closing conditions. Upon completion of the merger, the former equity holders of Sigyn Therapeutics will own approximately 75 percent of Reign's common stock, calculated on a fully diluted basis. The transaction has been unanimously approved by the board of directors of both companies. Upon completion of the merger, the resulting entity will be known as Sigyn Therapeutics and will be headquartered in San Diego, California.

About Reign Resources Corporation

Reign Resources Corp. is a Los Angeles-based, gold exploration company with a specific focus on the Bendigo & Ballarat regions in Victoria, Australia.

About Sigyn Therapeutics

Sigyn Therapeutics is a development-stage therapeutic technology company headquartered in San Diego, California USA. Our focus is directed toward a significant unmet need in global health; the treatment of life-threatening inflammatory conditions that are precipitated by Cytokine Storm Syndrome and not addressed with an approved therapy. Our mission is to save lives.

Sigyn Therapy™ is a patent pending blood purification technology designed to mitigate cytokine storm syndrome through the broad-spectrum depletion of inflammatory targets from the bloodstream. Cytokine storm syndrome is the hallmark of sepsis, which is the most common cause of in-hospital deaths and claims more lives each year than all forms of cancer combined. Virus induced cytokine storm (VICS) is associated with high mortality and is a leading cause of SARS-CoV-2 (COVID-19) deaths. Other therapeutic opportunities include, but are not limited to bacteria induced cytokine storm (BICS), acute respiratory distress syndrome (ARDS) and acute forms of liver failure, such as hepatic encephalopathy.

To learn more, visit www.SigynTherapeutics.com or www.SigynTherapy.com

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements of Reign Resources Corporation. (“Reign”) that involve substantial risks and uncertainties. All statements contained in this press release are forward-looking statements within the meaning of The Private Securities Litigation Reform Act of 1995. The words “could,” “will,” “plan,” “intend,” “anticipate,” “approximate,” “expect,” “potential,” or the negative of these terms or other similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. These forward-looking statements include, among others, statements about Reign’s future financial performance, the impact of management changes, any proposed organizational restructuring, results of operations, capital resources to fund operations; statements about Reign’s expectations regarding the capitalization, resources and ownership structure of the combined company; statements about the potential benefits of the transaction; the expected completion and timing of the transaction and other information relating to the transaction; and any other statements other than statements of historical fact. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements that Reign makes due to a number of important factors, including (i) the risk that the transaction may not be completed in a timely manner or at all, which may adversely affect Reign’s business and the price of the common stock of Reign, (ii) the failure to satisfy of the conditions to the consummation of the transaction, (iii) the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement, (iv) risks related to the ability to realize the anticipated benefits of the transaction, including the risk that the businesses will not be integrated successfully, (v) the effect of the announcement or pendency of the transaction on Reign’s business relationships, operating results and business generally, (vi) risks that the proposed transaction disrupts current plans and operations, (vii) risks related to the combined entity’s ability to uplist to a national securities exchange, (viii) risks related to the combined entity’s access to existing capital and fundraising prospects to fund its ongoing operations, (ix) risks related to diverting management’s attention from Reign’s ongoing business operations, (x) other business effects, including the effects of industry, market, economic, political or regulatory conditions, future exchange and interest rates, and changes in tax and other laws, regulations, rates and policies, and (xi) the outcome of any legal proceedings that may be instituted against Reign related to the merger agreement or the transaction. Further risks that could cause actual results to differ materially from those matters expressed in or implied by such forward-looking statements are discussed in “Risk Factors” and elsewhere in Reign’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2020 and other reports filed with the SEC. The forward-looking statements in this press release represent Reign’s views as of the date of this press release. Reign anticipates that subsequent events and developments will cause its views to change. However, while it may elect to update these forward-looking statements at some point in the future, it specifically disclaims any obligation to do so. You should, therefore, not rely on these forward-looking statements as representing Reign’s views as of any date subsequent to the date of this press release.

Contact Reign Resources Corporation

Joseph Segelman
Chairman, CEO
(213) 457-3772
info@reignsc.com

Contact Sigyn Therapeutics, Inc.

Jim Joyce
Chairman, CEO
(619) 368-2000
jimjoyce@elevatescience.com
