AGREEMENT AND PLAN OF MERGER

by and among

ALTAVOZ ENTERTAINMENT, INC.,
a Nevada corporation,

AVOZ MERGER SUB, LLC,
a Nevada limited liability company,

NURISH.ME, LLC,
a Florida limited liability company, and

the Members of Nurish.Me, LLC

_____

Dated as of December 18, 2018

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "***Agreement***") is made and entered into as of December 18**,** 2018 (the "***Agreement Date***"), by and among Altavoz Entertainment, Inc., a Nevada corporation ("***Acquirer***"), AVOZ Merger Sub, LLC, a Nevada limited liability company and a wholly owned subsidiary of Acquirer ("***Merger Sub***"), Nurish.Me, LLC, a Florida limited liability company (the "***Company***"), and the Members of the Company listed on the signature page hereto.

RECITALS

A. Acquirer, Merger Sub and the Company intend to effect a merger of the Company with and into Merger Sub in accordance with this Agreement (the "***Merger***"). Upon consummation of the Merger, the Company will cease to exist, and the Merger Sub will remain a wholly owned subsidiary of Acquirer with the name, "Nurish.Me. LLC".

B. The Members of the Company listed on the signature page hereto, which hold all of the sole class of membership interests of the Company entitled to vote with respect to approval of the Merger (the "***Voting Members***"), have approved this Agreement and the transactions contemplated by this Agreement and the Transactions Documents (collectively, the "***Transactions***"), including the Merger, upon the terms and subject to the conditions set forth herein, in accordance with Applicable Law and the Operating Agreement (the "***Voting Member Approval***").

C. Acquirer, as the sole member of Merger Sub, has (1) declared this Agreement and the Transactions, including the Merger, upon the terms and subject to the conditions set forth herein, in the best interests of Merger Sub and the sole member of Merger Sub and (2) adopted a resolution approving this Agreement and the Merger.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
THE MERGER

1.1 The Merger.

(a) Merger of the Company into Merger Sub. Upon the terms and subject to the conditions set forth herein, at the Effective Time, the Company shall be merged with and into Merger Sub, and the separate existence of the Company shall cease. Merger Sub will continue as the surviving company in the Merger (sometimes referred to herein as the "***Surviving Company***") and as a wholly owned subsidiary of Acquirer with the name, "Nurish.Me, LLC".

(b) Effects of the Merger. The Merger shall have the effects set forth herein and in the applicable provisions of the Nevada Limited Liability Company Act ("***NLLCA***").

(c) Closing. Upon the terms and subject to the conditions set forth herein, the closing of the Transactions (the "***Closing***") shall take place on December 18, 2018, at such location as Acquirer and the Company agree, at: (i) 6:00 p.m. local time on a date to be agreed by Acquirer and the Company, which date shall be no later than the third Business Day following the date on which all of the conditions set forth in Article VI have been satisfied or waived (other than those conditions that, by their terms, are

intended to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions); or (ii) such other date and time and/or such other location as Acquirer and the Company agree; provided, however, that in no event shall the Closing occur before January 2, 2019. The date on which the Closing occurs is sometimes referred to herein as the "***Closing Date***."

(d) Effective Time. A certificate of merger satisfying the applicable requirements of the NLLCA in substantially the form attached hereto as Exhibit B (the "***Certificate of Merger***") shall be duly executed by the Company and, concurrently with or as soon as practicable following the Closing, delivered to the Secretary of State of the State of Nevada for filing. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Nevada or at such later time as Acquirer and the Company agree and specify in the Certificate of Merger (the "***Effective Time***").

(e) Certificate of Formation; Operating Agreement; Officers. Unless otherwise determined by Acquirer and the Company prior to the Effective Time:

(i) the certificate of formation of the Surviving Company shall be amended and restated as of the Effective Time to read as set forth in the Certificate of Merger, until thereafter as provided by the NLLCA;

(ii) the operating agreement of Merger Sub as in effect immediately prior to the Merger shall be the operating agreement of the Surviving Company; and

(iii) the Company shall take all actions necessary to cause the officers of the Company immediately prior to the Effective Time to be the only officers of the Surviving Company immediately after the Effective Time until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the operating agreement of the Surviving Company.

1.2 Closing Deliveries.

(a) Acquirer Deliveries. Acquirer shall deliver to the Company, at or prior to the Closing:

(i) a certificate, dated as of the Closing Date, executed on behalf of Acquirer by a duly authorized officer of Acquirer to the effect that each of the conditions set forth in Section 6.2(a) has been satisfied.

(ii) the Acquirer Closing Financial Certificate;

(b) Company Deliveries. The Company shall deliver to Acquirer, at or prior to the Closing:

(i) a certificate, dated as of the Closing Date and executed on behalf of the Company by an officer of the Company, to the effect that each of the conditions set forth in Section 6.3(a) and Section 6.3(e) has been satisfied;

(ii) a certificate, dated as of the Closing Date and executed on behalf of the Company by an officer of the Company, certifying (A) the operating agreement of the Company (the "***Operating Agreement***") in effect as of the Closing, (B) the resolutions of the Voting Members (I) declaring this Agreement and the Transactions, including the Merger, upon the terms and subject

to the conditions set forth herein, advisable, fair to and in the best interests of the Company and the Company Members and (II) approving this Agreement in accordance with the NLLCA and the Operating Agreement and (C) other matters reasonably requested by Acquirer;

(iii) unless otherwise requested by Acquirer in writing no less than three Business Days prior to the Closing Date, (A) a true, correct and complete copy of resolutions adopted by the Voting Members, certified by an officer of the Company;

(iv) a certificate from the Secretary of State of Florida and each other state or other jurisdiction in which the Company is qualified to do business as a foreign entity, dated within three Business Days prior to the Closing Date, certifying that the Company is in good standing and that all applicable Taxes and fees of the Company that are due and payable through and including the Closing Date have been paid;

(v) the Company Closing Financial Certificate;

(vi) the Certificate of Merger, executed by the Company;

(vii) consents executed by the Warrantholders agreeing to the assumption of the obligations of the Warrants by the Acquirer.

Receipt by Acquirer of any of the agreements, instruments, certificates or documents delivered pursuant to this Section 1.2(b) shall not be deemed to be an agreement by Acquirer or Merger Sub that the information or statements contained therein are true, correct or complete, and shall not diminish Acquirer's or Merger Sub's remedies hereunder if any of the foregoing agreements, instruments, certificates or documents are not true, correct or complete.

1.3 Effect on Company Units and Options.

(a) Treatment of Company Units. Upon the terms and subject to the conditions set forth herein, at the Effective Time, by virtue of the Merger and without any action on the part of any party hereto, any Company Member or any other Person:

(i) Company Units. Each Company Unit, held by a Member immediately prior to the Effective Time shall be cancelled and automatically converted into the right to receive, subject to and in accordance with Sections 1.4 and 1.6, a number of Acquirer Preferred Shares equal to the Closing Per Unit Share Consideration. The number of Acquirer Preferred Shares each Member holding Company Units is entitled to receive for such Company Units shall be determined in accordance with Section 1.3(f).

(ii) Company Warrants. The Company has issued warrants to purchase membership interests in the Company at a prescribed price per Unit (the "***Warrants***"). Upon the Closing Date, each Warrant will be assumed by the Acquirer and, pursuant to such assumption, will entitle the person holding such Warrant (a "***Warrantholder***") to purchase the number of Acquirer Preferred Shares for the Warrant exercise price, as the Warrantholder would have received in the Merger if the Warrant had been exercised on the Closing Date.

(b) Treatment of Company Units Owned by the Company. At the Effective Time, all Company Units that are owned by the Company immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof or payment of any cash or other property or consideration therefor and shall cease to exist.

(c) Treatment of Merger Sub Equity Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Acquirer, Merger Sub or any other Person, equity interests of Merger Sub that are issued and outstanding immediately prior to the Effective Time shall be converted into and become equity interests of the Surviving Company (and the equity interests of the Surviving Company into which the equity interests of Merger Sub are so converted shall be the only equity interests of the Surviving Company that are issued and outstanding immediately after the Effective Time).

(d) Adjustments. In the event of any split, reverse split, dividend (including any dividend or distribution of securities convertible into equity interests), reorganization, reclassification, combination, recapitalization or other like change with respect to the Company Units or Acquirer Preferred Shares occurring after the Agreement Date and prior to the Effective Time, all references herein to specified numbers of units or shares of any class or series affected thereby, and all calculations provided for that are based upon numbers of shares of any class or series (or trading prices therefor) affected thereby, shall be equitably adjusted to the extent necessary to provide the parties the same economic effect as contemplated by this Agreement prior to such stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change.

(e) Rights Not Transferable. The rights of the Company Members under this Agreement as of immediately prior to the Effective Time are personal to each such Company Member and shall not be transferable for any reason, other than by operation of law, will or the laws of descent and distribution without action taken by or on behalf of such Company Member. Any attempted transfer of such right by any holder thereof (other than as permitted by the immediately preceding sentence) shall be null and void.

(f) Fractional Shares. The number of Acquirer Preferred Shares into which a Member's Units are converted pursuant to this Article I shall be rounded down to the nearest whole number of Acquirer Preferred Shares.

1.4 Exchange Procedures.

(a) Exchange Instructions; Legends.

(i) Any certificates or book-entry entitlements representing the Acquirer Preferred Shares to be issued pursuant to Section 1.3(a) shall bear the following legends to the extent applicable (along with any other legends that may be required under Applicable Law):

(1) THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") AND ARE "RESTRICTED SECURITIES" AS THAT TERM IS DEFINED IN RULE 144 UNDER THE ACT. THESE SHARES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT (I) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, OR (II) UNLESS THE ISSUER HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO IT THAT THESE SHARES MAY BE SOLD PURSUANT TO RULE 144 OR ANOTHER AVAILABLE EXEMPTION UNDER THE ACT AND THE RULES AND REGULATIONS THEREUNDER.

(ii) Upon receipt of written confirmation of the effectiveness of the Merger from the Secretary of State of the State of Nevada, Acquirer shall deliver, or cause to be delivered, to each Member evidence of book entries reflected on Acquirer's books and records evidencing

issuance of the aggregate number of Acquirer Preferred Shares issuable to such Member pursuant to Section 1.3(a), in each case, as promptly as practicable following the Closing Date.

(b) Transfers of Ownership. If any Acquirer Preferred Shares issuable pursuant to Section 1.3(a) is to be issued to a Person other than the Person to which the Company Unit surrendered in exchange therefor is registered, it shall be a condition of the payment or issuance thereof that such Company Unit shall be properly endorsed (to the extent applicable) and otherwise in proper form for transfer and that the Person requesting such exchange shall have paid to Acquirer or any agent designated by Acquirer any transfer or other Taxes required by reason of the payment of cash or issuance of Acquirer Preferred Shares in any name other than that of the registered holder of such Company Units, or established to the satisfaction of Acquirer or any agent designated by Acquirer that such Tax has been paid or is not payable.

(c) No Liability. Notwithstanding anything to the contrary in this Section 1.4, no party hereto shall be liable to any Person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar Applicable Law.

1.5 No Further Ownership Rights in the Company Units. The applicable portion of the Merger Consideration issued or issuable following the surrender for exchange of the Company Units in accordance with this Agreement shall be issued or issuable in full satisfaction of all rights pertaining to the Company Units, and there shall be no further registration of transfers on the records of the Surviving Company of Company Units that were issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, any document or instrument representing a Company Unit is presented to the Surviving Company for any reason, such Company Unit shall be cancelled and exchanged as provided in this Article I.

1.6 Closing Balance Sheet; Merger Consideration Adjustment.

(a) Pursuant to Section **Error! Reference source not found.**, the Acquirer shall deliver the Acquirer Closing Financial Certificate to Company not later than the Closing Date.

(b) Upon receiving the audited financial statement of the Acquirer, after the Closing, the Company may object to the Acquirer's calculation of the assets and liabilities as presented in the Closing balance sheet of the Acquirer (each, an "***Adjustment Component***" and collectively, the "***Adjustment Calculations***") by delivering to the Acquirer a notice (the "***Company Adjustment Notice***") setting forth Company's calculation of each Adjustment Component as to which Company is objecting and the amount by which each such Adjustment Component as calculated by Company is less than or greater than such Adjustment Component as set forth in the Acquirer Closing Financial Certificate, in each case together with supporting documentation, information and calculations.

(c) The final adjustment in the Merger Compensation will be based upon the ratio of any difference between the Acquirer Closing Financial Statements, and the audited statements of the Company. It is the intent of the parties that, after the Effective Date, the Members own 95% of the voting control of the Acquirer, based upon the balance sheet of the Acquirer as last filed with OTC Markets (the "***Latest Balance Sheet***"). If a material difference between the Latest Balance Sheet and the audited financial statements, results, Merger Compensation will be increased to account for such difference.

ARTICLE II
Representations and Warranties of the Company

The Company represents and warrants to Acquirer as follows:

2.1 Organization, Standing, Power and Subsidiaries.

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Florida. The Company has the power to own, operate, use, distribute and lease its properties and to conduct the Business and is duly licensed or qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified or in good standing, individually or in the aggregate with any such other failures, would reasonably be expected to have a Material Adverse Effect with respect to the Company. The Company has and, since its inception has had, no Subsidiaries or any Equity Interest, whether direct or indirect, in, or any loans to, any corporation, partnership, limited liability company, joint venture or other business entity.

(b) Other than the Warrants, there are no outstanding subscriptions, options, warrants, "put" or "call" rights, exchangeable or convertible securities or other Contracts of any character relating to the issued membership interests of the Company, or otherwise obligating the Company to issue, transfer, sell, purchase, redeem or otherwise acquire or sell any such Equity Interests.

2.2 Capital Structure.

(a) The authorized, issued and outstanding Company Units consist solely of 30,000,000 Units, of which, 18,220,897 Units have been issued to the Members. The Company holds no Company Units. The Members signing this Agreement constitute a true, correct and complete list of the Company Members. All issued and outstanding Company Units are free of any Encumbrances, outstanding subscriptions, preemptive rights or "put" or "call" rights created by statute or any Contract to which the Company is a party or by which the Company or any of its assets is bound. The Company has never declared or paid any distributions on any Company Units. There is no Liability for declared and unpaid distributions by the Company. The Company is not under any obligation to register under the Securities Act or any other Applicable Law any Company Units, any Equity Interests or any other securities of the Company, whether currently outstanding or that may subsequently be issued. All issued and outstanding Company Units were issued in compliance with Applicable Law and all requirements set forth in the Operating Agreement and any applicable Contracts to which the Company is a party or by which the Company or any of its assets is bound.

(b) As of the Agreement Date, there are no authorized, issued or outstanding Equity Interests of the Company other than Company Units and the Warrants. No Person has any Equity Interests of the Company, equity appreciation rights, stock units, share schemes, calls or rights, or is party to any Contract of any character to which the Company, or a Company Member is a party or by which it or its assets is bound, obligating the Company, or such Company Member to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any Equity Interests of the Company or other rights to purchase or otherwise acquire any Equity Interests of the Company, whether vested or unvested.

(c) No Company Debt (i) granting its holder the right to vote on any matters on which any Company Member may vote (or that is convertible into, or exchangeable for, securities having such right) or (ii) the value of which is in any way based upon or derived from capital or voting units of the Company, is issued or outstanding as of the Agreement Date (collectively, "***Company Voting Debt***").

(d) Other than the Operating Agreement and the Warrants there are no Contracts relating to voting, purchase, sale or transfer of any Company Units (i) between or among the Company and any Company Member, other than written Contracts granting the Company the right to purchase unvested units of membership interests upon termination of employment or service, and (ii) to the knowledge of the Company, between or among any of the Company Members. No Contract to which the Company is a party

or by which the Company or any of its assets is bound relating to any Unvested Company Units requires or otherwise provides for any accelerated vesting of any Unvested Company Units or the acceleration of any other benefits thereunder, in each case in connection with the Transactions or upon termination of employment or service with the Company or Acquirer, or any other event, whether before, upon or following the Effective Time or otherwise. No Company Units are subject to vesting, reverse vesting, forfeiture, a right of repurchase or to a "substantial risk of forfeiture" within the meaning of Section 83 of the Code.

2.3 Authority; Non-contravention.

(a) Having obtained the Voting Member Approval, the Company has all requisite power and authority to enter into this Agreement and the other Company Transaction Documents and to consummate the Transactions. The execution and delivery of this Agreement and the other Company Transaction Documents and the consummation of the Transactions have been duly authorized by all necessary action on the part of the Company. Each Transaction Document required to be executed and delivered by the Company has been duly executed and delivered by the Company and, assuming the due execution and delivery of such Transaction Document by the other parties thereto, constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms subject only to the effect, if any, of (i) applicable bankruptcy and other similar Applicable Law affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies. The Voting Members, by resolutions duly adopted (and not thereafter modified or rescinded) by the Voting Members, have approved this Agreement and the Transactions, including the Merger, in accordance with Applicable Law and the Operating Agreement. The Voting Member Approval is the only vote of the holders of Company Units necessary to consummate the Transactions, including the Merger, distribute the Merger Consideration in accordance with Section 1.3, approve this Agreement and the Merger under the NLLCA and the Operating Agreement, each as in effect at the time of such approval. No rights to appraisals under the Operating Agreement or Applicable Law are available to any Company Member as a result of the Transactions, including the Merger.

(b) The execution and delivery of this Agreement and the other Company Transaction Documents by the Company does not, and the consummation of the Transactions will not, (i) result in the creation of any Encumbrance on any of the material assets of the Company or any of the Company Units or (ii) conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under, or require any consent, approval or waiver from any Person pursuant to, (A) any provision of the Operating Agreement or other equivalent organizational or governing documents of the Company, as amended to date, (B) any Contract of the Company or any Contract applicable to any of its or their material assets or (C) any Applicable Law.

(c) No consent, approval, Order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Entity or any other Person is required by or with respect to the Company in connection with the execution and delivery of this Agreement or any other Company Transaction Document or the consummation of the Transactions, except for (i) the filing of the Certificate of Merger, as provided in Section 1.1(d), and (ii) such other consents, approvals, Orders, authorizations, registrations, declarations, filings and notices that, if not obtained or made, would not adversely affect, and would not reasonably be expected to adversely affect, the Company's ability to perform or comply with the covenants, agreements or obligations of the Company herein or in any other Company Transaction Document or to consummate the Transactions in accordance with this Agreement or any other Company Transaction Document and Applicable Law.

2.4 Financial Statements; No Undisclosed Liabilities.

(a) The Company has delivered to Acquirer its unaudited financial statements for the fiscal years ending December 31, 2017 and December 31, 2016 and its unaudited financial statements for the nine-month period ended September 30, 2018 (including, in each case, balance sheets, statements of profits and loss and statements of cash flows) (collectively, the "***Financial Statements***"). The Financial Statements (i) are derived from and in accordance with the books and records of the Company, (ii) complied as to form with applicable accounting requirements with respect thereto as of their respective dates, (iii) fairly and accurately present the consolidated financial condition of the Company at the dates therein indicated and the consolidated results of operations and cash flows of the Company for the periods therein specified (subject, in the case of unaudited interim period financial statements, to normal recurring year-end adjustments, none of which individually or in the aggregate are or are reasonably expected to be material in amount), (iv) are true, correct and complete (subject, in the case of unaudited interim period financial statements, to normal recurring year-end adjustments, none of which individually or in the aggregate are or are reasonably expected to be material in amount) and (v) were prepared in accordance with GAAP applied on a consistent basis throughout the periods involved.

(b) The Company does not have any Liabilities of any nature other than (i) those set forth or adequately provided for in the balance sheet included in the Financial Statements as of September 30, 2018 (such date, the "***Company Balance Sheet Date***" and such balance sheet, the "***Company Balance Sheet***"), (ii) those incurred in the conduct of the Company's and any Company Subsidiary's business since the Company Balance Sheet Date in the ordinary course and consistent with past practice that are of the type that ordinarily recur and, individually or in the aggregate, are not materially different in nature or amount from Liabilities reflected on the Financial Statements and do not result from any breach of Contract, warranty, infringement, tort or violation of Applicable Law and (iii) those incurred by the Company in connection with the execution of this Agreement. Except for Liabilities reflected in the Financial Statements, the Company does not have any off-balance sheet Liability of any nature to, or any financial interest in, any third parties or entities, the purpose or effect of which is to defer, postpone, reduce or otherwise avoid or adjust the recording of expenses incurred by the Company. All reserves that are set forth in or reflected in the Company Balance Sheet have been established in accordance with GAAP consistently applied. Without limiting the generality of the foregoing, the Company has never guaranteed any debt or other obligation of any other Person.

2.5 Absence of Changes. Since the Company Balance Sheet Date, except in connection with the execution and delivery of this Agreement and the consummation of the Transactions, (i) the Company has conducted the Business only in the ordinary course of business and consistent with past practice, (ii) there has not occurred a Material Adverse Effect with respect to the Company and (iii) the Company has not done, caused or permitted any action that would constitute a breach of Section 4.2 if such action were taken by the Company, without the written consent of Acquirer, between the Agreement Date and the earlier of the termination of this Agreement and the Effective Time.

2.6 Litigation. There is no Legal Proceeding to which the Company is a party pending before any Governmental Entity, or, to the knowledge of the Company, threatened against the Company, any Company Subsidiary or any of its or their assets or any of its or their officers or employees (in their capacities as such or relating to their employment, services or relationship with the Company or such Company Subsidiary), and, to the knowledge of the Company, there is not any reasonable basis for any such Legal Proceeding. There is no Order against the Company, any Company Subsidiary, any of its or their assets, or, to the knowledge of the Company, any of its or their officers or employees (in their capacities as such or relating to their employment, services or relationship with the Company). To the knowledge of the Company, there is no reasonable basis for any Person to assert a claim against the Company, any Company Subsidiary or any of its or their assets or any of its or their officers or employees

(in their capacities as such or relating to their employment, services or relationship with the Company or such Company Subsidiary) based upon: (i) the Company entering into this Agreement, any of the Transactions or the agreements contemplated by this Agreement, including a claim that such officer or employee breached a fiduciary duty in connection therewith, (ii) any confidentiality or similar agreement entered into by the Company regarding its or their assets or (iii) any claim that the Company has agreed to sell or dispose of any of its assets to any party other than Acquirer, whether by way of merger, consolidation, sale of assets or otherwise. The Company does not have any Legal Proceeding pending against any other Person.

2.7 Restrictions on Business Activities. There is no Contract or Order binding upon the Company that restricts or prohibits, purports to restrict or prohibit, has or would reasonably be expected to have, whether before or after consummation of the Merger, the effect of prohibiting, restricting or impairing any current or presently proposed business practice of the Company , any acquisition of property by the Company or the conduct or operation of the Business or, excluding restrictions on the use of Third-Party Intellectual Property contained in the applicable written license agreement therefor, limiting the freedom of the Company to (i) engage or participate, or compete with any other Person, in any line of business, market or geographic area with respect to the Company Products or the Company Intellectual Property, or to make use of any Company Intellectual Property, including any grants by the Company of exclusive rights or licenses or (ii) sell, distribute or manufacture any products or services or to purchase or otherwise obtain any software, components, parts or services. There are no Contracts or permits to which the Company is a party that relate to or affect the assets or properties of the Company.

2.8 Compliance with Laws; Governmental Permits.

(a) The Company has complied in all material respects with, are not in violation in any material respect of, and have not received any written or, to the Company's knowledge, other notices of violation with respect to, Applicable Law.

(b) The Company has obtained each material federal, state, county, local or foreign governmental consent, license, permit, grant or other authorization of a Governmental Entity (i) pursuant to which the Company currently operates or holds any interest in any of its assets or properties or (ii) that is required for the conduct of the Business or the holding of any such interest (all of the foregoing consents, licenses, permits, grants and other authorizations, collectively, the "***Company Authorizations***"), and all of the Company Authorizations are in full force and effect. The Company has not received any notice or other communication from any Governmental Entity regarding (i) any actual or possible violation of any Company Authorization or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Company Authorization, and to the knowledge of the Company, no such notice or other communication is forthcoming. The Company has materially complied with all of the terms of the Company Authorizations and none of the Company Authorizations will be terminated or impaired, or will become terminable, in whole or in part, as a result of the consummation of the Transactions.

2.9 Title to, Condition and Sufficiency of Assets.

(a) The Company has good title to, or valid leasehold interest in all of its properties, and interests in properties and assets, real and personal, reflected on the Company Balance Sheet or acquired after the Company Balance Sheet Date (except properties and assets, or interests in properties and assets, sold or otherwise disposed of since the Company Balance Sheet Date in the ordinary course of business and consistent with past practice), or, with respect to leased properties and assets, valid leasehold interests in such properties and assets that afford the Company or a Company Subsidiary valid leasehold possession of the properties and assets that are the subject of such leases, in each case, free and clear of all Encumbrances, except Permitted Encumbrances.

(b) The assets and properties owned by the Company (i) constitute all of the assets and properties that are necessary for the Company to conduct, operate and continue the conduct of the Business and to sell and otherwise enjoy full rights to exploitation of its assets, properties and all products and services that are provided in connection with its assets and properties and (ii) constitute all of the assets and properties that are used in the conduct of the Business, without (A) the need for Acquirer to acquire or license any other asset, property or Intellectual Property or (B) the breach or violation of any Contract.

2.10 Taxes.

(a) The Company has timely filed all Tax Returns required to be filed by it prior to the Closing Date and has timely paid all Taxes required to be paid by it on such Tax Returns (whether or not shown on any Tax Return), and has no Liability for Taxes in excess of the amounts so paid. All such Tax Returns were complete and accurate in all material respects and have been prepared in compliance with Applicable Law. There is no claim for Taxes that has resulted in an Encumbrance against any of the assets of the Company other than a Permitted Encumbrance.

(b) The Company has delivered to Acquirer true, correct and complete copies of all Tax Returns, examination reports and statements of deficiencies, adjustments and proposed deficiencies and adjustments in respect of the Company and of each Company Subsidiary.

(c) The Company Balance Sheet reflects all Liabilities for unpaid Taxes of the Company for periods (or portions of periods) through the Company Balance Sheet Date. The Company has no Liability for unpaid Taxes accruing after the Company Balance Sheet Date except for Taxes arising in the ordinary course of business and consistent with past practice following the Company Balance Sheet Date.

(d) There is (i) no past or pending audit of, or Tax controversy associated with, any Tax Return of the Company or of any Company Subsidiary that has been or is being conducted by a Tax Authority, (ii) no other procedure, proceeding or contest of any refund or deficiency in respect of Taxes pending or on appeal with any Governmental Entity, (iii) no extension of any statute of limitations on the assessment of any Taxes granted by the Company or by any Company Subsidiary currently in effect, and (iv) no agreement with a Tax Authority to any extension of time for filing any Tax Return that has not been filed. No claim has ever been made by any Governmental Entity in a jurisdiction where either the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction.

(e) The Company is not a party to or bound by any Tax sharing, Tax indemnity, or Tax allocation agreement, and The Company has no Liability or potential Liability to another party under any such agreement.

(f) Neither the Company nor any predecessor of the Company is or has ever been a member of a consolidated, combined, unitary or aggregate group of which the Company or any predecessor of the Company was not the ultimate Acquirer corporation.

(g) The Company has no Liability for the Taxes of any Person (other than the Company) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign law), as a transferee or successor, by operation of Applicable Law, by Contract or otherwise.

(h) Company does not own and has never owned directly or indirectly an interest in a corporation, association, joint venture, partnership, limited liability company or other "business entity" within the meaning of Treasury Regulation Section 301.7701-2(a), other than the Company Subsidiaries. The Company is, and since its formation has been, classified as a partnership for all U.S. federal and

applicable state income Tax purposes. Each Company Subsidiary is, and has been since its formation, classified as an entity disregarded as separate from the Company under Treasury Regulation Section 301.7701-3(b)(1)(ii).

(i) The Company has provided to Acquirer all documentation relating to any applicable Tax holidays or incentives. The Company is in compliance with the requirements for any applicable Tax holidays or incentives and none of the Tax holidays or incentives will be jeopardized by the Transactions.

(j) The Company has not received any private letter ruling from the IRS (or any comparable Tax ruling from any other Governmental Entity) that would apply to the Company after the Closing Date.

(k) The Company is not subject to Tax in any foreign jurisdiction by virtue of having employees, a permanent establishment or any other place of business in such jurisdiction. The Company has not (i) employees, (ii) an office or other place of business, (iii) sales representatives or other persons selling or offering to sell on the Company's 's behalf or referring customers for a fee or (iv) a volume of sales or volume of transactions, in each case in any U.S. State other than U.S. States in which it currently files a Tax Return that reasonably could be expected to cause the Company to be subject to income Tax, sales Tax, use Tax, gross receipts Tax or any other type of Tax in that State.

(l) The Company has (i) complied with all Applicable Law relating to the payment, reporting and withholding of Taxes (including withholding of Taxes pursuant to Sections 1441, 1442, 1445, 1446, 1471, 1472 and 3406 of the Code or similar provisions under any foreign law), (ii) withheld (within the time and in the manner prescribed by Applicable Law) from employee wages or consulting compensation and paid over to the proper governmental authorities (or is properly holding for such timely payment) all amounts required to be so withheld and paid over under all Applicable Law, including federal and state income Taxes, Federal Insurance Contribution Act, Medicare, Federal Unemployment Tax Act, relevant state income and employment Tax withholding laws, and (iii) timely filed all withholding Tax Returns, for all periods through and including the Closing Date.

(m) The Company does not own, and has never owned, any assets that are considered "United States real property interests" within the meaning of Section 897(c) of the Code.

(n) The Company has not received a claim from a Tax Authority that an independent contractor retained by the Company should instead be classified as an employee of the Company or such Company Subsidiary.

(o) The Company is not a party to any "nonqualified deferred compensation plans" (within the meaning of Section 409A of the Code).

(p) There is no agreement, plan, arrangement or other Contract covering any current or former employee or other service provider of the Company to which the Company is a party or by which the Company or their assets are bound that, considered individually or considered collectively with any other such agreements, plans, arrangements or other Contracts, will, or would reasonably be expected to, as a result of the Transactions (whether alone or upon the occurrence of any additional or subsequent events), give rise directly or indirectly to the payment of any amount that would reasonably be expected to be non-deductible or be characterized as a "parachute payment" within the meaning of Section 280G of the Code (or any corresponding or similar provision of state, local or foreign Tax law). The Company meets the following requirement which exempts the Company from Section 280G of the Code: the Company is not a "corporation" as defined in Q/A-45 of Treasury Regulation Section 1.280G-1. The Company has not

ever had any obligation to report, withhold or gross up any excise Taxes under Section 280G or Section 4999 of the Code.

2.11 Employee Benefit Plans and Employee Matters.

(a) With respect to the Company and any trade or business (whether or not incorporated) that is treated as a single employer with the Company (an "***ERISA Affiliate***") within the meaning of Section 414(b), (c), (m) or (o) of the Code, (i) all "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), (ii) each loan to an employee, (iii) all unit option, unit purchase, unit appreciation right, restricted unit, contingent value rights, "phantom" units or rights or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of any Company Units, supplemental retirement, severance, sabbatical, medical, dental, vision care, disability, employee relocation, cafeteria benefit (Section 125 of the Code), dependent care (Section 129 of the Code), life insurance or accident insurance plans, programs or arrangements, (iv) all bonus, pension, profit sharing, savings, severance, retirement, deferred compensation or incentive plans (including cash incentive plans), programs or arrangements, (v) all other fringe or employee benefit plans, programs or arrangements and (vi) all employment, individual consulting, retention, change of control or executive compensation or severance agreements, written or otherwise, as to which any unsatisfied obligations of the Company remain for the benefit of, or relating to, any present or former employee or consultant of the Company (all of the foregoing described in clauses (i) through (vi), collectively, the "***Company Employee Plans***").

(b) The Company has delivered to Acquirer a true, correct and complete copy of each of the Company Employee Plans and related plan documents. The Company does not sponsor or maintain any self-funded employee benefit plan, including any plan to which a stop-loss policy applies. The Company has provided to Acquirer a true, correct and complete copy of each of the Company Employee Plans and related plan documents (including trust documents, insurance policies or Contracts, employee booklets, summary plan descriptions and other authorizing documents, and any material employee communications relating thereto) and has, with respect to each Company Employee Plan that is subject to ERISA reporting requirements, provided to Acquirer true, correct and complete copies of the Form 5500 reports filed for the last three plan years. Any Company Employee Plan intended to be qualified under Section 401(a) of the Code has either obtained from the IRS a favorable determination letter as to its qualified status under the Code, including all amendments to the Code effected by the Tax Reform Act of 1986 and subsequent legislation, or has applied (or has time remaining in which to apply) to the IRS for such a determination letter prior to the expiration of the requisite period under applicable Treasury Regulations or IRS pronouncements in which to apply for such determination letter and to make any amendments necessary to obtain a favorable determination or has been established under a standardized prototype plan for which an IRS opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer. The Company has provided to Acquirer a true, correct and complete copy of the most recent IRS determination or opinion letter issued with respect to each such Company Employee Plan, and nothing has occurred since the issuance of each such letter that would reasonably be expected to cause the loss of the Tax-qualified status of any Company Employee Plan subject to Section 401(a) of the Code. The Company has provided to Acquirer all registration statements and prospectuses prepared in connection with each Company Employee Plan. All individuals who, pursuant to the terms of any Company Employee Plan, are entitled to participate in any Company Employee Plan, are currently participating in such Company Employee Plan or have been offered an opportunity to do so and have declined in writing.

(c) None of the Company Employee Plans promises or provides retiree medical or other retiree welfare benefits to any person other than as required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") or similar state law and the Company has complied with the requirements of COBRA. There has been no "prohibited transaction" (within the meaning of

Section 406 of ERISA and Section 4975 of the Code and not exempt under Section 408 of ERISA and regulatory guidance thereunder) with respect to any Company Employee Plan. Each Company Employee Plan has been administered in accordance with its terms and in compliance with the requirements prescribed by any and all statutes, rules and regulations (including ERISA and the Code), and the Company and each ERISA Affiliate has performed all obligations required to be performed by it under, is not in default under or in violation of, and has no knowledge of any default or violation by any other party to, any of the Company Employee Plans. Neither the Company nor any ERISA Affiliate is subject to any Liability or penalty under Sections 4976 through 4980 of the Code or Title I of ERISA with respect to any Company Employee Plans. All contributions required to be made by the Company or any ERISA Affiliate to any Company Employee Plan have been made on or before their due dates and a reasonable amount has been accrued for contributions to each Company Employee Plan for the current plan years (and no further contributions will be due or will have accrued thereunder as of the Closing Date, other than contributions accrued in the ordinary course of business and consistent with past practice after the Company Balance Sheet Date as a result of the operations of the Company after the Company Balance Sheet Date). In addition, with respect to each Company Employee Plan intended to include a Code Section 401(k) arrangement, the Company and each of the ERISA Affiliates have at all times made timely deposits of employee salary reduction contributions and participant loan repayments, as determined pursuant to regulations issued by the United States Department of Labor. No Company Employee Plan is covered by, and neither the Company nor ERISA Affiliate has incurred or expects to incur any Liability under Title IV of ERISA or Section 412 of the Code. Each Company Employee Plan can be amended, terminated or otherwise discontinued after the Effective Time in accordance with its terms, without Liability to Acquirer (other than ordinary and reasonable administrative expenses typically incurred in a termination event). With respect to each Company Employee Plan subject to ERISA as either an employee pension benefit plan within the meaning of Section 3(2) of ERISA or an employee welfare benefit plan within the meaning of Section 3(1) of ERISA, the Company and any applicable ERISA Affiliate have prepared in good faith and timely filed all requisite governmental reports (which were true, correct and complete as of the date filed), including any required audit reports, and have properly and timely filed and distributed or posted all notices and reports to employees required to be filed, distributed or posted with respect to each such Company Employee Plan. No suit, administrative proceeding, action, litigation or claim has been brought, or to the knowledge of the Company, is threatened, against or with respect to any such Company Employee Plan, including any audit or inquiry by the IRS or United States Department of Labor.

(d) There has been no amendment to, written interpretation or announcement (whether or not written) by the Company or other ERISA Affiliate relating to, or change in participation or coverage under, any Company Employee Plan that would materially increase the expense of maintaining such Company Employee Plan above the level of expense incurred with respect to such Company Employee Plan for the most recent full fiscal year included in the Financial Statements.

(e) Neither the Company nor any current or former ERISA Affiliate currently maintains, sponsors, participates in or contributes to, or has ever maintained, established, sponsored, participated in, contributed to or been required to contribute to, any pension plan (within the meaning of Section 3(2) of ERISA) that is subject to Part 3 of Subtitle B of Title I of ERISA, Title IV of ERISA or Section 412 of the Code.

(f) Neither the Company nor any ERISA Affiliate is a party to, or has made any contribution to or otherwise incurred any obligation under, any "multiemployer plan" as such term is defined in Section 3(37) of ERISA or any "multiple employer plan" as such term is defined in Section 413(c) of the Code.

(g) No Company Employee Plan is sponsored, maintained or contributed to under the law or applicable custom or rule of the any jurisdiction outside of the United States.

(h) The Company is, and at all times has been, in compliance in all material respects with all Applicable Law respecting employment, discrimination in employment, terms and conditions of employment, employee benefits, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and, with respect to each Company Employee Plan, (i) the applicable health care continuation and notice provisions of COBRA and the regulations (including proposed regulations) thereunder, (ii) the applicable requirements of the Family Medical and Leave Act of 1993 and the regulations (including proposed regulations) thereunder, (iii) the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and the regulations (including proposed regulations) thereunder, (iv) the applicable requirements of the Americans with Disabilities Act of 1990, as amended and the regulations (including proposed regulations) thereunder, (v) the Age Discrimination in Employment Act of 1967, as amended, and (vi) the applicable requirements of the Women's Health and Cancer Rights Act of 1998 and the regulations (including proposed regulations) thereunder. The Company is not engaged in any unfair labor practice. The Company is not liable for any arrears of wages, compensation, Taxes, penalties or other sums for failure to comply with any of the foregoing. The Company has paid in full to all employees, independent contractors and consultants all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees, independent contractors and consultants. The Company is not liable for any payment to any trust or other fund or to any Governmental Entity, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the normal course of business and consistently with past practice). There are no pending claims against the Company under any workers compensation plan or policy or for long term disability. The Company does not have any obligations under COBRA with respect to any former employees or qualifying beneficiaries thereunder, except for obligations that are not material in amount. There are no controversies pending or, to the knowledge of the Company, threatened, between the Company and any of its employees, which controversies have or would reasonably be expected to result in a Legal Proceeding before any Governmental Entity. The Company has not entered into any settlement agreement relating to an allegation of sexual harassment or other sexual misconduct by, and to the knowledge of the Company, no allegations of sexual harassment or other sexual misconduct have been made against, any officer, employee, contractor or other representative of the Company.

(i) The Company has provided to Acquirer true, correct and complete copies of each of the following: (i) all forms of offer letters, (ii) all forms of employment agreements and severance agreements, (iii) all forms of services agreements and agreements with current and former consultants and/or advisory board members, (iv) all forms of confidentiality, non-competition or inventions agreements between current and former employees/consultants and the Company (and a true, correct and complete list of employees, consultants and/or others not subject thereto), (v) the most current management organization chart(s), (vi) all forms of bonus plans and any form award agreement thereunder, (vii) a schedule of bonus commitments made to employees of the Company and (viii) in each case, any agreements or other arrangements that materially deviate from such forms.

(j) The Company is not a party to or bound by any collective bargaining agreement, works council arrangement or other labor union Contract, no collective bargaining agreement is being negotiated by the Company and the Company does not have any duty to bargain with any labor organization. There is no pending demand for recognition or any other request or demand from a labor organization for representative status with respect to any Person employed by the Company. To the knowledge of the Company, there are no activities or proceedings of any labor union or to organize their respective employees. There is no labor dispute, strike or work stoppage against the Company pending or, to the knowledge of the Company, threatened that may interfere with the conduct of the Business. Neither the Company nor, to the knowledge of the Company, any of its Representatives has committed any unfair labor practice in connection with the conduct of the Business, and there is no charge or complaint against the

Company by the National Labor Relations Board or any comparable Governmental Entity pending or, to the knowledge of the Company, threatened. No employee of the Company has been terminated in the 12 months immediately preceding the Agreement Date.

(k) The Company has provided the Acquirer with all non-competition agreements and non-solicitation agreements that bind any current or former employee or contractor of the Company (other than those agreements entered into with newly hired employees of the Company in the ordinary course of business and consistent with past practice). To the knowledge of the Company, no employee of the Company is in violation of any term of any employment agreement, non-competition agreement or any restrictive covenant to a former employer relating to the right of any such employee to be employed by the Company because of the nature of the Business or to the use of trade secrets or proprietary information of others. To the knowledge of the Company, no contractor of the Company is in violation of any term of any non-competition agreement or any restrictive covenant to a former employer relating to the right of any such contractor to be providing services to the Company because of the nature of the Business or to the use of trade secrets or proprietary information of others. No employee of the Company has given notice to the Company and, to the knowledge of the Company, no employee of the Company intends to terminate his or her employment with the Company. The employment of each of the employees of the Company is "at will" and the Company has no obligation to provide any particular form or period of notice prior to terminating the employment of any of their respective employees. As of the Agreement Date, the Company has not, and to the knowledge of the Company, no other Person has, (i) entered into any Contract that obligates or purports to obligate Acquirer to make an offer of employment to any present or former employee or consultant of the Company and/or (ii) promised or otherwise provided any assurances (contingent or otherwise) to any present or former employee or consultant of the Company of any terms or conditions of employment with Acquirer following the Effective Time.

(l) The Company has provided the Acquirer with a true, correct and complete list of all officers and employees of the Company, showing each such individual's name, position, annual remuneration, the employing entity of such individual, the state in which such individual is employed, whether such individual is in active employment or on leave (and expected return date, if applicable), salary or wage rate, status as exempt/non-exempt, bonuses and fringe benefits for the current fiscal year and the most recently completed fiscal year, vacation eligibility for the current calendar year (including accrued vacation from prior years, if any), and visa status. The Company has no employees outside of the United States. The Company has provided the Acquirer with a true, correct and complete list of all of the Company's consultants and independent contractors to which the Company has made payments in excess of $10,000 during the nine-month period ended September 30, 2018, and all of the Company's advisory board members and, for each, (i) such individual's compensation, (ii) such individual's initial date of engagement, (iii) whether such engagement has been terminated by written notice by either party thereto and (iv) the notice or termination provisions applicable to the services provided by such individual.

2.12 Books and Records. The Company has provided to Acquirer true, correct and complete copies of each document that has been requested by Acquirer in connection with their legal and accounting review of the Company (other than any such document that does not exist or is not in the Company's possession or subject to its control). Without limiting the foregoing, the Company has provided to Acquirer true, correct and complete copies of (i) all documents identified on the Company Disclosure Letter, (ii) the Certificate of Formation, the Operating Agreement or equivalent organizational or governing documents of the Company, each as currently in effect, (iii) the complete minute books containing records of all proceedings, consents, actions and meetings, (iv) the membership interest ledger, journal and other records reflecting all unit issuances and transfers and all unit, option and warrant grants and agreements of the Company and (v) all currently effective permits, orders and consents issued by any regulatory agency with respect to the Company, or any securities of the Company, and all applications for such permits, orders and consents. The books, records and accounts of the Company (A) are true, correct and complete in all material

respects, (B) have been maintained in accordance with reasonable business practices on a consistent basis, (C) are stated in reasonable detail and accurately and fairly reflect all of the transactions and dispositions of the assets and properties of the Company and (D) accurately and fairly reflect the basis for the Financial Statements.

2.13 Material Contracts.

(a) The Company has provided the Acquirer with copies of each of the following Contracts to which the Company is a party that are in effect on the Agreement Date (collectively, the "***Material Contracts***"):

(i) any Contract with a (A) Significant Supplier or (B) consignment seller other than agreements on the Company's standard unmodified form of Consignment Agreement (copies of which have been provided to Acquirer);

(ii) any Contract providing for payments by or to the Company (or under which the Company has made or received such payments) (or under which such Company Subsidiary has made or received such payments) in the period since the Company's inception in an aggregate amount of $75,000 or more;

(iii) any dealer, distributor, referral or similar agreement, or any Contract providing for the grant of rights to reproduce, license, market, refer or sell its products or services to any other Person or relating to the advertising or promotion of the Business or pursuant to which any third parties advertise on any websites operated by the Company;

(iv) (A) any joint venture Contract, (B) any Contract that involves a sharing of revenues, profits, cash flows, expenses or losses with other Persons and (C) any Contract that involves the payment of royalties to any other Person;

(v) any separation agreement or severance agreement with any current or former employees under which the Company has any actual or potential Liability;

(vi) any Contract for or relating to the employment or service of any officer, employee, consultant or beneficial owner of more than 5% of the total Company Units or any other type of Contract with any of its officers, employees, consultants or beneficial owners of more than 5% of the total Company Units, as the case may be;

(vii) any standstill or similar agreement containing provisions prohibiting a third party from purchasing Equity Interests of the Company or assets of the Company or otherwise seeking to influence or exercise control over the Company;

(viii) any license, sublicense or other Contract to which the Company is a party and pursuant to which any Person is authorized to use any Company-Owned Intellectual Property Rights;

(ix) any license, sublicense or other Contract pursuant to which the Company has agreed to any restriction on the right of the Company to use or enforce any Company-Owned Intellectual Property Rights or pursuant to which the Company agrees to encumber, transfer or sell rights in or with respect to any Company-Owned Intellectual Property Rights;

(x) any confidentiality, secrecy or non-disclosure Contract other than any such Contract entered into by the Company in the ordinary course of business and consistent with past practice;

(xi) any Contract containing any indemnification, warranty, support, maintenance or service obligation or cost on the part of the Company ;

(xii) any settlement agreement with respect to any Legal Proceeding;

(xiii) any Contract pursuant to which rights of any third party are triggered or become exercisable, or under which any other consequence, result or effect arises, in connection with or as a result of the execution of this Agreement or the consummation of the Merger or the other Transactions, either alone or in combination with any other event;

(xiv) any Contract or plan (including any stock option, merger and/or stock bonus plan) relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Company Units or any other securities of the Company or any options, warrants, convertible notes or other rights to purchase or otherwise acquire any such shares of stock, other securities or options, warrants or other rights therefor;

(xv) any Contract with any labor union or any collective bargaining agreement or similar contract with its employees;

(xvi) any trust indenture, mortgage, promissory note, loan agreement or other Contract for the borrowing of money, any currency exchange, commodities or other hedging arrangement or any leasing transaction of the type required to be capitalized in accordance with GAAP;

(xvii) any Contract of guarantee, surety, support, indemnification (other than pursuant to its standard end user agreements), assumption or endorsement of, or any similar commitment with respect to, the Liabilities or indebtedness of any other Person;

(xviii) any Contract for capital expenditures in excess of $75,000 in the aggregate;

(xix) any Contract pursuant to which the Company is a lessor or lessee of any real property or any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property involving expenditures in excess of $75,000 per annum;

(xx) any Contract pursuant to which the Company has acquired a business or entity, or assets of a business or entity, whether by way of merger, consolidation, purchase of stock, purchase of assets, license or otherwise, or any Contract pursuant to which it has any material ownership interest in any other Person; and

(xxi) any Contract with any Governmental Entity, any Company Authorization, or any Contract with a government prime contractor, or higher-tier government subcontractor, including any indefinite delivery/indefinite quantity contract, firm-fixed-price contract, schedule contract, blanket purchase agreement, or task or delivery order (each a "***Government Contract***").

(b) All Material Contracts are in written form. The Company or the Company Subsidiary, as applicable, has performed all of the material obligations required to be performed by it and

is entitled to all benefits under, and is not alleged in any writing received by the Company to be in material default in respect of, each Material Contract. Each of the Material Contracts is in full force and effect, subject only to the effect, if any, of applicable bankruptcy and other similar Applicable Law affecting the rights of creditors generally and rules of law governing specific performance, injunctive relief and other equitable remedies. There exists no default or event of default or event, occurrence, condition or act, with respect to the Company, the Company Subsidiaries or, to the knowledge of the Company, with respect to any other contracting party, that, with the giving of notice, the lapse of time or the happening of any other event or condition, would reasonably be expected to (i) become a material default or event of default under any Material Contract or (ii) give any third party (A) the right to declare a default or exercise any remedy under any Material Contract, (B) the right to a rebate, chargeback, refund, credit, penalty or change in delivery schedule under any Material Contract, (C) the right to accelerate the maturity or performance of any material obligation of the Company or the Company Subsidiaries under any Material Contract, or (D) the right to cancel, terminate or modify any Material Contract. The Company has not received any notice or other communication regarding any actual or possible material violation or breach of, default under, or intention to cancel or modify any Material Contract. The Company has no Liability for renegotiation of Government Contracts. True, correct and complete copies of all Material Contracts have been provided to Acquirer at least three Business Days prior to the Agreement Date.

2.14 Transaction Fees. No broker, finder, financial advisor, investment banker or similar Person is entitled to any brokerage, finder's or other fee or commission in connection with the origin, negotiation or execution of this Agreement or in connection with the Transactions.

2.15 Environmental, Health and Safety Matters.

(a) The Company is in compliance in all material respects with all Environmental, Health and Safety Requirements in connection with the ownership, use, maintenance or operation of its business or assets or properties. There are no pending, or to the knowledge of the Company, any threatened allegations by any Person that the properties or assets of the Company are not, or that its business has not been conducted, in compliance in all material respects with all Environmental, Health and Safety Requirements. The Company has not retained or assumed any Liability of any other Person under any Environmental, Health and Safety Requirements. To the knowledge of the Company, there are no past or present facts, circumstances or conditions that would reasonably be expected to give rise to any Liability of the Company or the Company Subsidiaries with respect to Environmental, Health and Safety Requirements.

2.16 Export Control Laws. The Company has conducted its export transactions in accordance in all respects with applicable provisions of United States export and re-export controls, including the Export Administration Act and Regulations, the Foreign Assets Control Regulations, the International Traffic in Arms Regulations and other controls administered by the United States Department of Commerce and/or the United States Department of State and all other applicable import/export controls in other countries in which any of the Company or the Company Subsidiaries conducts business. Without limiting the foregoing: (i) the Company have obtained all export and import licenses, license exceptions and other consents, notices, waivers, approvals, orders, authorizations, registrations, declarations and filings with any Governmental Entity required for (A) the export, import and re-export of products, services, software and technologies and (B) releases of technologies and software to foreign nationals located in the United States and abroad (collectively, "***Export Approvals***"), (ii) the Company are in compliance with the terms of all applicable Export Approvals, (iii) there are no pending or, to the knowledge of the Company, threatened claims against the Company with respect to such Export Approvals, (iv) there are no actions, conditions or circumstances pertaining to the Company's 's export transactions that would reasonably be expected to give rise to any future claims and (v) no Export Approvals for the transfer of export licenses to Acquirer or the Surviving Company are required, except for such Export Approvals that can be obtained expeditiously and

without material cost. Without limiting the foregoing, neither the Company n has, in the past five years, exported, reexported, shipped, distributed, sold, supplied, or otherwise transferred any products, equipment, goods, technology, or software to, or for end use by, any person (i) listed in any sanctions-related list of designated persons maintained by U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union or the United Kingdom or (ii) operating, organized or resident in country or territory that is itself the subject or target of any sanctions (currently Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine).

2.17 No Other Representations and Warranties; Non-reliance.

(a) Except for the representations and warranties contained in this Article II (including the related portions of the Company Disclosure Letter and certificates delivered hereunder), none of the Company, the Members or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to Acquirer and its Representatives (including any information, documents or material delivered to Acquirer or made available to Acquirer in the data room, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Company or any representation or warranty arising from statute or otherwise in law.

(b) The Company acknowledges and agrees that other than as expressly set forth in Article III, the Company has not relied and is not relying on any representation or warranty regarding the subject matter of this Agreement. The Company acknowledges that neither Acquirer, Merger Sub nor any of their respective Affiliates and Representatives shall have or be subject to any liability to the Company, the Company Members or any other Person resulting from the distribution to the Company or the Company's use of, any information, including any information, documents or material made available to the Company or its Representatives in any electronic data rooms or in any other form in expectation of the Merger, except as expressly set forth in Article III.

ARTICLE III
Representations and Warranties of Acquirer and Merger Sub

Acquirer and Merger Sub represent and warrant to the Company as follows:

3.1 Organization and Standing. Each of Acquirer and Merger Sub is a corporation and limited liability company, respectively duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Neither Acquirer nor Merger Sub is in violation of any of the provisions of its articles or certificate of incorporation, as applicable, or bylaws or equivalent organizational or governing documents.

3.2 Authority; Non-contravention.

(a) Each of Acquirer and Merger Sub has all requisite power and authority to enter into this Agreement and the other Transaction Documents to which it is a party and to consummate the Transactions. The execution and delivery of this Agreement and the other Transaction Documents to which it is a party and the consummation of the Transactions have been duly authorized by all necessary action on the part of Acquirer and Merger Sub. Each Transaction Document required to be executed and delivered by Acquirer and Merger Sub, respectively, has been duly executed and delivered by Acquirer and Merger Sub, respectively, and, assuming the due execution and delivery of such Transaction Document by the other parties thereto, constitutes the valid and binding obligation of Acquirer and Merger Sub, as applicable,

enforceable against Acquirer and Merger Sub, as applicable, in accordance with its terms subject only to the effect, if any, of (i) applicable bankruptcy and other similar Applicable Law affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) The execution and delivery of this Agreement and the other Transaction Documents to which it is a party by Acquirer and Merger Sub do not, and the consummation of the Transactions will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a benefit under, or require any consent, approval or waiver from any Person pursuant to, (i) any provision of the certificate of incorporation or certificate of formation, as applicable, or bylaws, operating agreement or other equivalent organizational or governing documents of Acquirer and Merger Sub, in each case as amended to date or (ii) Applicable Law.

(c) Except as required by applicable federal and state securities laws and the rules of the FINRA in connection with the issuance of the Acquirer Preferred Shares issuable in the Merger, no consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to Acquirer or Merger Sub in connection with the execution and delivery of this Agreement or the consummation of the Transactions that, if not obtained or made, would reasonably be expected to adversely affect the ability of Acquirer or Merger Sub to consummate the Merger or any of the other Transactions.

3.3 Issuance of Shares. The Acquirer Preferred Shares issuable in the Merger, when issued by Acquirer in accordance with this Agreement, assuming the accuracy of the representations and warranties made by the Company and the Company Members herein or in the Investor Representation Letter, will be duly issued, fully paid and non-assessable.

3.4 Member Notice. None of the information supplied or to be supplied by Acquirer for inclusion in the Member Notice or any amendment or supplement thereto will contain, as of the date or the mailing of such document, any untrue statement of a material fact, or will omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

3.5 No Prior Merger Sub Operations. Merger Sub was formed solely for the purpose of effecting the Merger, has no Liabilities and has not engaged in any business activities or conducted any operations, in each case, other than in connection with the formation of Merger Sub or the Transactions.

3.6 OTC Disclosures and Compliance.

(a) OTC Filings. Acquirer has timely filed with or furnished to, as applicable, the OTC all disclosure documents, financial statements, prospectuses, reports, schedules, forms, statements, and other documents (including exhibits and all other information incorporated by reference) required to be filed or furnished by it with the OTC through September 20, 2018 (collectively, the "***Acquirer OTC Documents***") to comply with the "Alternative Reporting Standard". As of their respective filing dates or, if amended or superseded by a subsequent filing prior to the date hereof, as of the date of the last such amendment or superseding filing, each of the Acquirer OTC Documents complied as to form in all material respects with the applicable requirements of the OTC applicable to such Acquirer OTC Documents. None of the Acquirer OTC Documents, including any financial statements, schedules, or exhibits included or incorporated by reference therein at the time they were filed (or, if amended or superseded by a subsequent filing prior to the date hereof, as of the date of the last such amendment or superseding filing), 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.

3.7 Compliance with Laws. Acquirer has complied in all material respects with, is not in violation in any material respect of, and has not received any written notices of violation with respect to, Applicable Law.

3.8 No Other Representations and Warranties; Non-reliance.

(a) Except for the representations and warranties contained in this Article III (including the related portions of the certificates delivered hereunder), none of Acquirer, Merger Sub or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Acquirer or Merger Sub, including any representation or warranty as to the accuracy or completeness of any information regarding Acquirer or Merger Sub furnished or made available to the Company and its Representatives (including any information, documents or material made available to the Company or its Representatives in any electronic data rooms or in any other form in expectation of the Merger) as to the future revenue, profitability or success of Acquirer, Merger Sub or Acquirer or any representation or warranty arising from statute or otherwise in law.

(b) Acquirer acknowledges and agrees that other than as expressly set forth in Article II or as contained in any Investor Representation Letter, Acquirer has not and is not relying on any representation or warranty regarding the subject matter of this Agreement. Acquirer acknowledges that neither the Company, the Members, nor any of their Affiliates and Representatives shall have or be subject to any liability to Acquirer or Merger Sub or any other Person resulting from the distribution to Acquirer or Acquirer's use of, any information, including any information, documents or material made available to Acquirer or Merger Sub or their respective Affiliates and Representatives (including any information, documents or material delivered to Acquirer or Merger Sub or their respective Affiliates and Representatives or made available to Acquirer or Merger Sub or their respective Affiliates and Representatives in the data room, management presentations or in any other form in expectation of the transactions contemplated hereby), except as expressly set forth in Article II.

ARTICLE IV
Conduct Prior to the Effective Time

4.1 Conduct of the Business; Notices. During the period from the Agreement Date and continuing until the earlier of the termination of this Agreement and the Effective Time, the Company and the Acquirer shall:

(a) conduct the Business solely in the ordinary course and consistent with past practice (except to the extent expressly provided otherwise herein or as consented to in writing by Acquirer and the Company) and in compliance with Applicable Law;

(b) (i) pay and perform all of its undisputed debts and other obligations (including Taxes) when due, (ii) use commercially reasonable efforts, and otherwise consistent with past practice and policies, to collect accounts receivable when due and not extend credit outside of the ordinary course of business and consistent with past practice, (iii) use its commercially reasonable efforts, and otherwise consistent with past practice and policies, to preserve intact its present business organizations, keep available the services of its present officers and key employees and preserve its relationships with customers, suppliers, distributors, licensors, licensees, and others having business dealings with it, to the end that its goodwill and ongoing businesses shall be unimpaired at the Closing;

4.2 Restrictions on Conduct of the Business. Without limiting the generality or effect of Section 4.1, during the period from the Agreement Date and continuing until the earlier of the termination of this Agreement and the Effective Time, the Company and the Acquirer shall not do, cause or permit any of the following (except to the extent expressly provided otherwise herein or as consented to in writing by Acquirer and the Company):

(a) Charter Documents. Cause, propose or permit any amendments to the Certificate of Formation or the Operating Agreement or equivalent organizational or governing documents;

(b) Merger, Reorganization. Merge or consolidate itself with any other Person or adopt a plan of complete or partial liquidation, dissolution, consolidation, restructuring, recapitalization or other reorganization;

(c) Distributions; Changes in Membership Interests. Declare or make any distributions (whether in cash, stock or other property) in respect of any of its Equity Interests, or split, combine or reclassify any of its Equity Interests or issue or authorize the issuance of any Equity Interests or other securities in respect of, in lieu of or in substitution for its Equity Interests, or repurchase or otherwise acquire, directly or indirectly, any of its Equity Interests except from former employees and consultants in accordance with agreements providing for the repurchase of shares in connection with any termination of service;

(d) Issuance of Equity Interests. Issue, deliver, grant or sell or authorize or propose the issuance, delivery, grant or sale of, or purchase or propose the purchase of, any Equity Interests, or enter into or authorize or propose to enter into any Contracts of any character obligating it to issue any Equity Interests;

(e) Employees; Consultants; Independent Contractors. (i) Other than in the ordinary course of business and consistent with past practice: (A) hire, or offer to hire, any additional officers or other employees, or any consultants or independent contractors; (B) terminate the employment, change the title, office or position, or materially reduce the responsibilities of any employee of the Company; (C) enter into, amend or extend the term of any employment or consulting agreement with any officer, employee, consultant or independent contractor; or (D) enter into any Contract with a labor union or collective bargaining agreement (unless required by Applicable Law);

(f) Loans and Investments. Make any loans or advances to, or any investments in or capital contributions to, any Person, or forgive or discharge in whole or in part any outstanding loans or advances, or prepay any indebtedness for borrowed money;

(g) Intellectual Property. Transfer or license from any Person any rights to any Intellectual Property, or transfer or license to any Person any rights to any Intellectual Property;

(h) Dispositions. Sell, lease, license or otherwise dispose of or permit to lapse any of its tangible or intangible assets;

(i) Indebtedness. Incur any indebtedness for borrowed money or guarantee any such indebtedness;

(j) Acquisitions. Acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to

acquire any assets that are material, individually or in the aggregate, to the Company or the Acquirer, or enter into any Contract with respect to a joint venture, strategic alliance or partnership;

(k) Taxes. Make or change any election in respect of Taxes, adopt or change any accounting method in respect of Taxes, file any federal, state or foreign income Tax Return or any other material Tax Return other than in the ordinary course of business and in a manner consistent with past practice, amend any Tax Return, enter into any Tax sharing or similar agreement or closing agreement, assume any Liability for the Taxes of any other Person (whether by Contract or otherwise), settle any claim or assessment in respect of Taxes, consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes;

(l) Accounting. Change accounting methods or practices (including any change in depreciation or amortization policies) or revalue any of its assets (including writing down the value of inventory or writing off notes or accounts receivable otherwise than in the ordinary course of business), except in each case as required by changes in GAAP as concurred with its independent accountants and after notice to Acquirer;

(m) Real Property. Enter into any agreement for the purchase, sale or lease of any real property;

(n) Encumbrances. Place or allow the creation of any Encumbrance (other than a Permitted Encumbrance) on any of its properties;

(o) Other. Take or agree in writing or otherwise to take, any of the actions described in clauses (a) through (n) in this Section 4.2, or any action that would reasonably be expected to make any of the Company's or the Acquirer's respective representations or warranties contained herein untrue or incorrect.

ARTICLE V
Additional Agreements

5.1 Public Disclosure.

(a) The parties hereto agree that the initial press release of Acquirer with respect to the Merger will be issued in a form mutually agreed upon by Acquirer and the Company.

5.2 Reasonable Best Efforts. Each of the parties hereto agrees to use its reasonable best efforts, and to cooperate with each other party hereto, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, appropriate or desirable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other Transactions, including the satisfaction of the respective conditions set forth in Article VI, and including to execute and deliver such other instruments and do and perform such other acts and things as may be necessary or reasonably desirable for effecting completely the consummation of the Merger and the other Transactions.

5.3 Access to Information.

(a) During the period from the Agreement Date and continuing until the earlier of the termination of this Agreement and the Effective Time, (i) the Company and the Acquirer shall afford each other and their Representatives reasonable access during business hours to (A) the Company's books, Contracts and records and (B) all other information concerning the business, properties and personnel of the Company and Acquirer as the other party may reasonably request and (ii) the Company and the Acquirer

shall each provide to the other party and its Representatives true, correct and complete copies of (A) internal financial statements, (B) Tax Returns, Tax elections and all other records and workpapers relating to Taxes, (C) a schedule of any deferred intercompany gain or loss with respect to transactions to which the Company has been a party and (D) receipts for any Taxes paid to foreign Tax Authorities. Notwithstanding anything to the contrary in the foregoing: (i) the parties may restrict such access to the extent that any Applicable Law requires the Company to restrict or prohibit such access; and (ii) in no event shall any party be obligated to provide any information the disclosure of which would jeopardize any legal privilege available to the Company relating to such information (provided that the privileged party shall use commercially reasonable efforts to provide such information in a manner that would not adversely affect any such legal privilege, including by entering into customary joint defense agreements or similar agreements with Acquirer with respect thereto).

(b) Subject to compliance with Applicable Law, from the Agreement Date until the earlier of the termination of this Agreement and the Closing, the Company and the Acquirer shall confer from time to time with one or more Representatives of the other party to discuss any material changes or developments in the operational matters of the parties and the general status of the ongoing operations of the parties.

5.4 Rule 144. Acquirer shall comply with the filing requirements set forth in Sections 13 and 15(d) of the Exchange Act (as referred to in subparagraph (c) of Rule 144 adopted by the SEC under the Securities Act) and the rules and regulations adopted by the SEC thereunder (or, if Acquirer is not required to file such reports, Acquirer will, upon the reasonable request Members holding at least a majority of the then-outstanding Closing Share Consideration held by the Members, cause Acquirer to make publicly available other material information at a time, and in a manner, reasonably determined by Acquirer) and will take such further action as any Member may reasonably request, all to the extent required from time to time to enable such Member to sell Acquirer Preferred Shares without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rules may be amended from time to time. Upon the request of any Member, provided that such request may not be made more frequently than once every 12 months, Acquirer shall deliver to such Member a written statement as to whether it has complied with such requirements. Notwithstanding anything to the contrary contained in the foregoing, nothing in this Section 5.4 shall be deemed to require Acquirer to register any of its securities pursuant to the Exchange Act.

ARTICLE VI
Conditions to the Merger

6.1 Conditions to Obligations of Each Party to Effect the Merger. The respective obligations of each party hereto to consummate the Transactions shall be subject to the satisfaction or waiver in writing at or prior to the Closing of each of the following conditions:

(a) Member Approval. The Voting Member Approval shall have been duly and validly obtained.

(b) Illegality. No Order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the Merger shall be in effect, and no action shall have been taken by any Governmental Entity seeking any of the foregoing, and no Applicable Law or Order shall have been enacted, entered, enforced or deemed applicable to the Merger that makes the consummation of the Merger illegal.

6.2 Additional Conditions to Obligations of the Company. The obligations of the Company to consummate the Transactions shall be subject to the satisfaction or waiver at or prior to the Closing of each

of the following conditions (it being understood and agreed that each such condition is solely for the benefit of the Company and may be waived by the Company in writing in its sole discretion without notice or Liability to any Person):

(a) Representations, Warranties and Covenants. The representations and warranties made by Acquirer herein shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or Material Adverse Effect, which representations and warranties as so qualified shall be true and correct in all respects) on and as of the Agreement Date and on and as of the Closing Date as though such representations and warranties were made on and as of such dates (except for representations and warranties that address matters only as to a specified date or dates, which representations and warranties shall be true and correct with respect to such specified date or dates). Acquirer shall have performed and complied in all material respects with all covenants, agreements and obligations herein required to be performed and complied with by Acquirer at or prior to the Closing.

(b) Receipt of Closing Deliveries. The Company shall have received each of the agreements, instruments, certificates and other documents set forth in Section 1.2(a).

(c) No Material Adverse Effect. There shall not have occurred a Material Adverse Effect with respect to the Acquirer.

6.3 Additional Conditions to the Obligations of Acquirer. The obligations of Acquirer and Merger Sub to consummate the Transactions shall be subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions (it being understood and agreed that each such condition is solely for the benefit of Acquirer and Merger Sub and may be waived by Acquirer (on behalf of itself and/or Merger Sub) in writing in its sole discretion without notice or Liability to any Person):

(a) Representations, Warranties and Covenants. The representations and warranties made by the Company herein shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or Material Adverse Effect, which representations and warranties as so qualified shall be true and correct in all respects) on and as of the Agreement Date and on and as of the Closing Date as though such representations and warranties were made on and as of such dates (except for representations and warranties that address matters only as to a specified date or dates, which representations and warranties shall be true and correct with respect to such specified date or dates). The Company shall have performed and complied in all material respects with all covenants, agreements and obligations herein required to be performed and complied with by the Company at or prior to the Closing.

(b) Receipt of Closing Deliveries. Acquirer shall have received each of the agreements, instruments, certificates and other documents set forth in Section 1.2(b).

(c) Injunctions or Restraints on Conduct of Business. No Order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition limiting or restricting Acquirer's ownership, conduct or operation of the Business following the Closing, shall be in effect, and no Legal Proceeding seeking any of the foregoing, or any other injunction, restraint or material damages in connection with the Merger or the other Transactions or prohibiting or limiting the consummation of the Transactions, shall be pending or threatened.

(d) No Legal Proceedings. No Governmental Entity or other Person shall have commenced or threatened to commence any Legal Proceeding challenging or seeking the recovery of a material amount of damages in connection with the Merger or the other Transactions or seeking to prohibit

or limit the exercise by Acquirer of any material right pertaining to ownership of Equity Interests of the Surviving Company.

(e) No Material Adverse Effect. There shall not have occurred a Material Adverse Effect with respect to the Company.

(f) No Outstanding Securities. Other than the Company Units and the Company Convertible Notes, no Person has any Equity Interests of the Company, unit appreciation rights, unit schemes, calls or rights, or is party to any Contract of any character to which the Company or a Company Member is a party or by which it or its assets is bound, obliging the Company or such Company Member to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any Equity Interests of the Company or other rights to purchase or otherwise acquire any Equity Interests of the Company, whether vested or unvested.

ARTICLE VII
Termination

7.1 Termination. At any time prior to the Closing, this Agreement may be terminated and the Merger abandoned by authorized action taken by the terminating party, whether before or after the Voting Member Approval is obtained:

(a) by mutual written consent duly authorized by Acquirer and Members;

(b) by either Acquirer or the Company, by written notice to the other, if the Closing shall not have occurred on or before January 1, 2019, or such other date that Acquirer and the Company may agree upon in writing (the "***Termination Date***"); provided that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any party whose breach of any covenant, agreement or obligation hereunder will have been the principal cause of, or will have directly resulted in, the failure of the Closing to occur on or before the Termination Date;

(c) by either Acquirer or the Company, by written notice to the other, if any Order of a Governmental Entity of competent authority preventing the consummation of the Merger shall have become final and non-appealable;

(d) by Acquirer, by written notice to the Company, if (i) there shall have been an inaccuracy in any representation or warranty made by, or a breach of any covenant, agreement or obligation of, the Company herein and such inaccuracy or breach shall not have been cured within five Business Days after receipt by the Company of written notice of such inaccuracy or breach and, if not cured within such period and at or prior to the Closing, such inaccuracy or breach would result in the failure of any of the conditions set forth in Section 6.1 or Section 6.3 to be satisfied (provided that no such cure period shall be available or applicable to any such breach that by its nature cannot be cured), (ii) there shall have been a Material Adverse Effect with respect to the Company or (iii) the Company shall have breached Section **Error! Reference source not found.** or Section **Error! Reference source not found.**; or

(e) by the Company, by written notice to Acquirer, if (i) there shall have been an inaccuracy in any representation or warranty made by, or a breach of any covenant, agreement or obligation of, Acquirer herein and such inaccuracy or breach shall not have been cured within five Business Days after receipt by Acquirer of written notice of such inaccuracy or breach and, if not cured within such period and at or prior to the Closing, such breach would result in the failure of any of the conditions set forth in Section 6.1 or Section 6.2 to be satisfied (provided that no such cure period shall be available or applicable to any

such inaccuracy or breach that by its nature cannot be cured), or, (ii) there shall have been a Material Adverse Effect with respect to the Acquirer.

7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, this Agreement shall forthwith become void and there shall be no Liability on the part of Acquirer, Merger Sub, the Company or their respective officers, directors, members, stockholders or Affiliates or the Members; provided that (i) Section this Section 7.2 (Effect of Termination), Article IX (General Provisions) and any related definition provisions shall remain in full force and effect and survive any termination of this Agreement and (ii) nothing herein shall relieve any party hereto from Liability in connection with any intentional misrepresentation made by, or a willful breach of any covenant, agreement or obligation of, such party herein.

ARTICLE VIII
General Provisions

8.1 Survival of Representations, Warranties and Covenants. If the Merger is consummated, the representations and warranties made by any party hereto, and in the other certificates contemplated by this Agreement shall survive the Closing and remain in full force and effect, regardless of any investigation or disclosure made by or on behalf of any of the parties hereto, until the date that is 15 months following the Closing Date; provided that, regardless of any investigation or disclosure made by or on behalf of any of the parties hereto, (a) (i) the Special Representations (other than Section 2.11 (Taxes)) and (ii) the representations and warranties made by (A) Acquirer and Merger Sub in Section 3.1 (Organization and Standing), Section 3.2 (Authority; Non-contravention) and Section 3.3 (Issuance of Shares) (collectively, the "***Acquirer Special Representations***"), or (B) Acquirer or Merger Sub in any certificate delivered to the Company or Members pursuant to this Agreement that are within the scope of those covered by the foregoing Sections, will remain operative and in full force and effect until the date that is 30 days following expiration of the statute of limitations applicable thereto, and (b) the representations and warranties made by the Company in Section 2.10 (Taxes), will remain operative and in full force and effect until the date that is seven years and one month following the Closing Date.

8.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile or electronic mail (in each case, if provided below and with automated or personal confirmation of receipt) to the parties hereto at the following address (or at such other address for a party as shall be specified by like notice):

(i) if to Merger Sub or Acquirer, to:

Paul Rachmuth, Esquire
265 Sunrise Hwy Ste 62
Rockville Centre, NY 11570-4912

(ii) if to the Company, to:

David Perez
1155 Camino Del Mar
Del Mar, CA 92014

Any notice given as specified in this Section 8.2 (i) if delivered personally or sent by facsimile or electronic mail transmission to the address periodically provided by the party shall conclusively deemed to have been given or served at the time of dispatch if sent or delivered on a Business Day or, if not sent or delivered on a Business Day, on the next following Business Day and (ii) if sent by commercial delivery service or mailed by registered or certified mail (return receipt requested) shall conclusively be deemed to have been received on the third Business Day after the post of the same.

8.3 Interpretation. When a reference is made herein to Articles, Sections, subsections, Schedules or Exhibits, such reference shall be to an Article, Section or subsection of, or a Schedule or an Exhibit to this Agreement unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Where a reference is made to a Contract, instrument or Applicable Law, such reference is to such Contract, instrument or Applicable Law as amended, modified or supplemented, including (in the case of Contracts or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor Applicable Law and references to all attachments thereto and instruments incorporated therein. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to any person include the successors and permitted assigns of that person, (vi) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively, (vii) the phrases "provide to," "made available" and "deliver to" and phrases of similar import mean that a true, correct and complete paper or electronic copy of the information or material referred to has been delivered to the party to whom such information or material is to be provided and (viii) the phrases "provided to Acquirer" or "made available to Acquirer" and phrases of similar import means, with respect to any information, document or other material of the Company or its Affiliates, that such information, document or material was made available for review and properly indexed by the Company and its Representatives in the virtual data room established by the Company in connection with this Agreement at least 48 hours prior to the execution of this Agreement or actually delivered (whether by physical or electronic delivery) to Acquirer or its Representatives at least 48 hours prior to the execution of this Agreement. The symbol "$" refers to United States Dollars. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if." References to a Person are also to its permitted successors and assigns. All references to "days" shall be to calendar days unless otherwise indicated as a "Business Day." Any action otherwise required to be taken on a day that is not a Business Day shall instead be required to be taken on the next succeeding Business Day, and if the last day of a time period is a non-Business Day, such period shall be deemed to end on the next succeeding Business Day. Unless indicated otherwise, all mathematical calculations contemplated by this Agreement shall be rounded to the tenth decimal place, except in respect of payments, which shall be rounded to the nearest whole United States cent.

8.4 Amendment. Subject to Applicable Law, the parties hereto may amend this Agreement by authorized action at any time pursuant to an instrument in writing signed on behalf of each of the parties hereto; provided that no amendment shall be made to this Agreement that by Applicable Law requires further approval by the Company Members without such further approval. To the extent permitted by Applicable Law, Acquirer and the Members may cause this Agreement to be amended at any time after the Closing by execution of an instrument in writing signed on behalf of Acquirer and the Members.

8.5 Extension; Waiver. At any time at or prior to the Closing, any party hereto may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the

other parties hereto owed to such party, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto and (iii) waive any breaches of any of the covenants, agreements, obligations or conditions for the benefit of such party contained herein. At any time after the Closing, Acquirer and the Members may, to the extent legally allowed, (A) extend the time for the performance of any of the obligations of the other owed to such party, (B) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto or (C) waive any breaches of any of the covenants, agreements, obligations or conditions for the benefit of such party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing that is (I) prior to the Closing with respect to the Company and/or the Company Members, signed by the Company, (II) after the Closing with respect to the Members, signed by the Members and (III) with respect to Acquirer and/or Merger Sub, signed by Acquirer. Without limiting the generality or effect of the preceding sentence, no failure to exercise or delay in exercising any right under this Agreement shall constitute a waiver of such right, and no waiver of any breach or default shall be deemed a waiver of any other breach or default of the same or any other provision herein.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood and agreed that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format of this Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Agreement.

8.7 Entire Agreement; Parties in Interest. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto, including all the exhibits attached hereto, the Schedules, including the Company Disclosure Letter, (a) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, except for the Confidentiality Agreement, which shall continue in full force and effect, and shall survive any termination of this Agreement, in accordance with its terms and (b) are not intended to confer, and shall not be construed as conferring, upon any Person other than the parties hereto any rights or remedies hereunder.

8.8 Assignment. Neither this Agreement nor any of the rights and obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void, except that Acquirer and/or Merger Sub may assign its rights and delegate its obligations under this Agreement to any direct or indirect wholly owned subsidiary of Acquirer without the prior consent of any other party hereto; provided that notwithstanding any such assignment, Acquirer and/or Merger Sub, as applicable, shall remain liable for all of its obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

8.9 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably necessary to effect the intent of the parties hereto. The parties hereto shall use all reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that

shall achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

8.10 Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial.

(a) The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Nevada and the Federal courts of the United States of America located in the State of Nevada, the place where this Agreement was entered and is to be performed, in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to herein, and in respect of the Transactions, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Nevada or Federal court. The parties hereto hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.2 or in such other manner as may be permitted by Applicable Law, shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding, venue shall lie solely in Clark County Nevada. A party hereto may apply either to a court of competent jurisdiction or to an arbitrator, if one has been appointed, for prejudgment remedies and emergency relief pending final determination of a claim pursuant to this Section 8.10. The appointment of an arbitrator does not preclude a party hereto from seeking prejudgment remedies and emergency relief from a court of competent jurisdiction.

(b) THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, VALIDITY OR PERFORMANCE OF THIS AGREEMENT OR THE TRANSACTIONS. EACH OF THE PARTIES HERETO HEREBY ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.10.

8.11 Governing Law. This Agreement, all acts and transactions pursuant hereto and all obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Nevada without reference to such state's principles of conflicts of law that would refer a matter to a different jurisdiction.

8.12 Rules of Construction. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, each Schedule and each Exhibit attached hereto, the application of any Applicable Law or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

8.13 Acquirer and Merger Sub Obligations. Acquirer shall cause the Company and Merger Sub to satisfy their respective obligations under this Agreement.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, Acquirer, Merger Sub, the Company and the Members have caused this Agreement and Plan of Merger to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

ALTAVOZ ENTERTAINMENT, INC.

By: ***/s/ Paul A. Rachmuth***
Name: Paul A. Rachmuth
Title: Chief Executive Officer

AVOZ MERGER SUB, LLC

By: ***/s/ Paul A. Rachmuth***
Name: Paul A. Rachmuth
Title: Manager

IN WITNESS WHEREOF, Acquirer, Merger Sub, the Company and the Members have caused this Agreement and Plan of Merger to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

NURISH.ME, LLC

By: ***/s/David Perez***
Name: David Perez
Title: President

IN WITNESS WHEREOF, Acquirer, Merger Sub, the Company, the Members, have caused this Agreement and Plan of Merger to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

MEMBER:

_____

Name:

EXHIBIT A

Definitions

As used herein, the following terms shall have the meanings indicated below:

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such Person, including any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person, in each case as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by Contract or otherwise.

"***Applicable Law***" means, with respect to any Person, any federal, state, foreign, local, municipal or other law, statute, constitution, legislation, principle of common law, resolution, ordinance, code, edict, decree, rule, directive, license, permit, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity and any Orders applicable to such Person or such Person's Affiliates or to any of their respective assets, properties or businesses.

"***Business***" means the business of the Company as currently conducted and as currently proposed to be conducted by the Company.

"***Business Day***" means a day (i) other than Saturday or Sunday and (ii) on which commercial banks are open for business in New York, New York.

"***Closing Per Unit Share Consideration***" means (i) the quotient of (A) the Closing Share Consideration divided by (B) the Outstanding Company Units.

"***Closing Share Consideration***" means a number of Parent Preferred Shares required to be issued such that, as of the Effective Date of the Merger, the Members have the right to vote 95% of all votes to be cast on any matter submitted to the shareholders of the Acquirer.

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

"***Closing Financial Certificate***" means a certificate executed by an officer dated as of the Closing Date, certifying, as of the Closing, to the accuracy of the financials of the relevant party as of the Closing Date, and the amount of (i) assets and liabilities, and (ii) Debt (including (A) an itemized list of each Debt with a description of the nature of such Company Debt and the Person to whom such Debt is owed).

"***Company Members***" or "***Members***" means (i) with respect to any time before the Effective Time, collectively, the holders of record of Company Units outstanding as of such time and (ii) with respect to any time at or after the Effective Time, collectively, the holders of record of Company Units outstanding as of immediately prior to the Effective Time.

"***Company Units***" means the membership interest units of the Company.

"***Contract***" means any written or oral legally binding contract, agreement, instrument, commitment or undertaking of any nature (including leases, subleases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts, letters of intent and purchase orders) as of the Agreement Date or as may hereafter be in effect, including all amendments, supplements, exhibits and schedules thereto.

"***Debt***" means indebtedness for money borrowed, including any prepayment or other penalties or premium payable in connection with the repayment of such Debt at the Closing.

"***Encumbrance***" means, with respect to any asset, any mortgage, easement, encroachment, equitable interest, right of way, deed of trust, lien (statutory or other), pledge, charge, security interest, title retention device, conditional sale or other security arrangement, collateral assignment, claim, community property interest, adverse claim of title, ownership or right to use, right of first refusal, restriction or other encumbrance of any kind in respect of such asset (including any restriction on (i) the voting of any security or the transfer of any security or other asset, (ii) the receipt of any income derived from any asset, (iii) the use of any asset and (iv) the possession, exercise or transfer of any other attribute of ownership of any asset).

"***Equity Interests***" means, with respect to any Person, any capital stock of, or other ownership, membership, partnership, joint venture or equity interest in, such Person or any indebtedness, securities, options, warrants, call, subscription or other rights or entitlements of, or granted by, such Person or any of its Affiliates that are convertible into, or are exercisable or exchangeable for, or giving any Person any right or entitlement to acquire any such capital stock or other ownership, partnership, joint venture or equity interest, in all cases, whether vested or unvested.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***GAAP***" means United States generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, that are applicable to the circumstances of the date of determination, consistently applied.

"***Government Official***" means (i) any official, employee, agent or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity, (ii) any political party, political party official or candidate for political office, (iii) any official, employee, agent or representative of, or any Person acting in an official capacity for or on behalf of, a company, business, enterprise or other entity owned, in whole or in part, or controlled by any Governmental Entity or (iv) any official, employee, agent or representative of, or any Person acting in an official capacity for or on behalf of, a public international organization.

"***Governmental Entity***" means any supranational, national, state, municipal, local or foreign government, any court, tribunal, arbitrator, administrative agency, commission or other Government Official, authority or instrumentality, in each case whether domestic or foreign, any stock exchange or similar self-regulatory organization or any quasi-governmental or private body exercising any executive, legislative, judicial, regulatory, Tax Authority or other functions of, or pertaining to, government authority (including any governmental or political division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

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

"***knowledge***" means, with respect to any fact, circumstance, event or other matter in question, the knowledge of such fact, circumstance, event or other matter after reasonable inquiry of (i) an

individual, if used in reference to an individual or (ii) with respect to any Person that is not an individual other than the Company, the executive officers of such Person, and with respect to the Company, the Key Employees.

"***Legal Proceeding***" means any private or governmental action, inquiry, claim, counterclaim, proceeding, suit, hearing, litigation, audit or investigation, in each case whether civil, criminal, administrative, judicial or investigative, or any appeal therefrom.

"***Liabilities***" (and, with correlative meaning, "***Liability***") means all debts, liabilities, commitments and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, liquidated or unliquidated, asserted or unasserted, known or unknown, whenever or however arising, including those arising under Applicable Law or any Legal Proceeding or Order of a Governmental Entity and those arising under any Contract, regardless of whether such debt, liability, commitment or obligation would be required to be reflected on a balance sheet prepared in accordance with GAAP or disclosed in the notes thereto.

"***Material Adverse Effect***" with respect to any Person means any change, event, violation, inaccuracy, circumstance or effect (each, an "***Effect***") that, individually or taken together with all other Effects, and regardless of whether such Effect constitutes an inaccuracy in the representations or warranties made by, or a breach of the covenants, agreements or obligations of, such Person herein, (i) is, or would reasonably be likely to be or become, materially adverse in relation to the condition (financial or otherwise), assets (including intangible assets), Liabilities, business, prospects, capitalization, employees, operations or results of operations of such Person and its subsidiaries, taken as a whole, except to the extent that any such Effect directly results from: (A) changes in general economic conditions (provided that such changes do not affect such Person disproportionately as compared to such Person's competitors), (B) changes affecting the industry generally in which such Person operates (provided that such changes do not affect such Person disproportionately as compared to such Person's competitors) or (C) changes in GAAP (provided that such changes do not affect such Person disproportionately as compared to such Person's competitors or (ii) adversely affects, or would reasonably be likely to adversely affect, such Person's ability to perform or comply with the covenants, agreements or obligations of such Person herein or to consummate the Transactions in accordance with this Agreement and Applicable Law.

"***Merger Consideration***" means the Closing Share Consideration.

"***NLLCA***" means the Limited Liability Company Act of the State of Nevada.

"***Order***" means any judgment, writ, decree, stipulation, determination, decision, award, rule, preliminary or permanent injunction, temporary restraining order or other order.

"***Outstanding Company Units***" means the number of Company Units that are issued and outstanding immediately prior to the Effective Time.

"***Parent Preferred Shares***" means the Series C Preferred Shares designated by the Board of the Acquirer under Article SIXTH of the Articles of Incorporation of the Acquirer, having voting rights of 100 votes per share and convertible at the option of the holder into 100 shares of the common stock of the acquirer per Acquirer Preferred Share.

"***Person***" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, trust, estate, proprietorship, joint venture, business organization or Governmental Entity.

"***Representatives***" means, with respect to a Person, such Person's officers, directors, managers, Affiliates, stockholders, members or employees, or any investment banker, attorney, accountant, auditor or other advisor or representative retained by any of them.

"***SEC***" means the Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Subsidiary***" means any corporation, partnership, limited liability company or other Person of which the Company, either alone or together with one or more Subsidiaries or by one or more other Subsidiaries (i) directly or indirectly owns or purports to own, beneficially or of record securities or other interests representing more than 50% of the outstanding equity, voting power, or financial interests of such Person or (ii) is entitled, by Contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body.

"***Tax***" (and, with correlative meaning, "***Taxes***" and "***Taxable***") means (i) any net income, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, fringe benefit, capital stock, profits, license, registration, withholding, payroll, social security (or equivalent), employment, unemployment, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), environmental or windfall profit tax or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount (whether disputed or not) imposed by any Governmental Entity responsible for the imposition of any such tax (domestic or foreign) (each, a "***Tax Authority***"), (ii) any Liability for the payment of any amounts of the type described in clause (i) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group and (iii) any Liability for the payment of any amounts of the type described in clause (i) or (ii) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person.

"***Tax Return***" means any return, statement, report or form (including estimated Tax returns and reports, withholding Tax returns and reports, any schedule or attachment, information returns and reports and any amended return or claim for refund) filed or required to be filed with respect to Taxes.

"***Transaction Document***" means, collectively, this Agreement and each other agreement or document referred to in this Agreement or to be executed in connection with any of the Transactions.

"***Transaction Expenses***" means all third-party fees, costs, expenses, payments and expenditures incurred by or on behalf of the Company in connection with the Merger, this Agreement and the Transactions, whether or not incurred, billed or accrued (including (i) any fees, costs, expenses, payments and expenditures of legal counsel and accountants, (ii) the maximum amount of fees, costs, expenses, payments and expenditures payable to brokers, finders, financial advisors, investment bankers or similar Persons notwithstanding any earn-outs, escrows or other contingencies, (iii) all bonuses or severance obligations owed by the Company to the Company's officers, employees and/or consultants in connection with the Merger that are unpaid as of the Closing, and any amounts payable by the Company in order to obtain any Unit Waiver Agreements, including in each case including any employer-side payroll or other similar Taxes arising in connection therewith, and (iv) any such fees, costs, expenses, payments and expenditures incurred by Company Members paid for or to be paid for by the Company).

"***Treasury Regulation***" means the final or temporary regulations that have been promulgated under the Code by the U.S. Department of the Treasury.

"***Unvested Company Units***" means Company Units that are not vested under the terms of any Contract with the Company or subject to forfeiture or a right of repurchase by the Company.