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8 **KYLAE JORDAN**

9 **JAMS ARBITRATION**

10 KYLAE JORDAN, an individual,

11 Claimant,

12 v.

13 JEFFREY LANDON LONG, an individual,
14 LINDA LONG, an individual, DANIEL
15 LONG, an individual, MARIE CSECH, an
16 individual, THE LONG FAMILY TRUST,
17 ICON HOLDINGS, INC., a California
18 Corporation, INFUSION FACTORY, LLC, a
19 California Limited Liability Company, and
20 DOES 1 through 20, inclusive,

21 Respondents,

22 and

23 INFUSION FACTORY, LLC, a California
24 Limited Liability Company, LLC and ICON
25 HOLDINGS, INC. a California Corporation.

Nominal Respondents.

) **Case No.: 1130009693**

) **COMPLAINT FOR:**

-) **1) FRAUD**
) **2) AIDING AND ABETTING FRAUD**
) **3) CORPORATIONS CODE SECTION**
) **25501**
) **4) CORPORATION CODE SECTION**
) **25504**
) **5) CORPORATION CODE SECTION**
) **25504.1**
) **6) NEGLIGENCE MISREPRESENTATION**
) **7) BREACH OF FIDUCIARY DUTY AS**
) **TO ICON HOLDINGS, INC.**
) **8) BREACH OF CONTRACT**
) **9) BREACH OF IMPLIED COVENANT**
) **OF GOOD FAITH & FAIR DEALING**
) **10) BREACH OF CONTRACT**
) **11) BREACH OF IMPLIED COVENANT**
) **OF GOOD FAITH & FAIR DEALING**
) **12) ACCOUNTING AS TO ICON**
) **13) ACCOUNTING AS TO INFUSION**
) **14) DECLARATORY RELIEF**

1 COMES NOW Kylae Jordan (“Claimant”) who alleges as follows against Respondents
2 Jeffrey Landon Long (“Landon”), ICON Holdings, Inc. (“ICON”), Infusion Factory, LLC
3 (“Infusion”) and Linda Long (“Linda”), collectively referred herein as “Respondents” or
4 singularly as “Respondent”, as follows:

5 **PRELIMINARY ALLEGATIONS**

- 6 1. At all relevant times, Claimant is an adult residing in Los Angeles County.
- 7 2. At all relevant times, Landon is an adult male believed to be residing in El Dorado
8 County.
- 9 3. At all relevant times, Linda is an adult female believed to be residing in El
10 Dorado County. Linda is the mother of Landon.
- 11 4. Infusion is a California Limited Liability Company. Infusion was registered with
12 the Secretary of State on or around July 29, 2016. Infusion’s managing member is Landon.
- 13 5. Infusion previously maintained a website, “infusionfactory.com” where it held
14 itself out to the public as a business-to-business provider offering professional manufacturing
15 services to Tier 1 licensees across California. Infusion offers services in the following
16 manufacturing areas: (1) manufacturing for gummies, chocolates, hard candies, and insolubles;
17 (2) packaging and labelling; (3) mix and blend services for topicals, tinctures, tablets and
18 capsules; and (4) shared use facility manufacturing.
- 19 6. On information and belief, Infusion is comprised of Landon and Linda.
- 20 7. Infusion is no longer operational and is believed to be insolvent.
- 21 8. ICON is a California corporation and filed Articles of Incorporation with the
22 Secretary of State on or around September 27, 2017. ICON was organized by Mitch Abdullah.
- 23 9. Landon serves as ICON’s Chief Executive Officer, Secretary, Chief Financial
24 Officer, Director and Agent for Service of Process.
- 25 10. ICON serves as an investment, management and holdings company for the benefit
of Infusion.
11. On information and belief, Claimant alleges that ICON and Infusion are, and have
been, mere shells and naked frameworks which Landon and Linda use as a conduit for the
conduct of their personal business, properties, and affairs.

1 12. On information and belief, Claimant alleges that ICON and Infusion were created
2 by Landon and Linda for a fraudulent plan, scheme, and device conceived and operated whereby
3 the income, revenue, assets, property, and profits were diverted and funneled by and through the
4 entities to themselves.

5 13. Claimant alleges that Landon, Linda, Infusion and ICON, are the alter egos of one
6 another and a unity of interest and ownership exists among them.

7 14. Claimant alleges that ICON and Infusion were organized by Landon and Linda as
8 a device to avoid liability and for the purpose of substituting a financially irresponsible
9 corporation in the place of themselves and accordingly, ICON and Infusion were formed with
10 insufficient capitalization that was inadequate for the business in which ICON and Infusion were
11 engaged.

12 15. ICON was not properly organized, has never operated with bylaws, Landon and
13 Linda were never, at any time, lawfully appointed as officers of ICON, have never had any
14 corporate powers to act on behalf of ICON or enter into any agreements on ICON's behalf. As
15 such, any and all actions taken by ICON since its incorporation were, and are, ultra vires and
16 unenforceable.

17 16. ICON did not observe corporate formalities, hold meetings, pass resolutions,
18 provide notices of meetings, memorialize minutes of meetings, did not pass or memorialize
19 corporate resolutions, did not maintain a Board of Directors, maintain corporate records.

20 17. Infusion did not maintain a bank account.

21 18. Claimant alleges that Infusion and/or ICON are now insolvent.

22 19. By virtue of the foregoing, adherence to the fiction of the separate existence of
23 Infusion, ICON, Landon, and Linda would, under the circumstances, sanction fraud and promote
24 injustice in that Claimant would be unable to realize upon judgments or financial obligations
25 against Landon, Linda, Infusion, or ICON in Claimant's favor.

 20. VaporPenz LLC ("VaporPenz") is a California Limited Liability Company.
VaporPenz was formed in 2012 by Landon. Vapor Penz is believed to have been in the business

1 of vape related products. Vapor Penz is suspended with the Secretary of State of California and
2 not in good standing.

3 21. Claimant is unaware of the identities of other persons or entities designated as
4 Does and is informed, believes, and based thereon alleges that Does 1-20 have conspired with,
5 aided, abetted, directly or actively participated in, and/or ratified the conduct complained of
6 herein. Claimant alleges that all Respondents designated herein as a Doe are responsible and a
7 direct and legal cause in some manner for the events, acts, and tortious conduct herein referred
8 to, and which caused damage to Claimant as set forth in this Complaint. Claimant reserves the
9 right to amend this Complaint when the identity of those persons or entities designated as Does
are discovered.

10 22. Claimant alleges that at all times herein relevant, Respondents(s) and each of
11 them were agents or representatives of the remaining Respondents(s) and committed the acts
12 and/or omissions described herein within the course and scope of such agency or representative
13 capacity with full knowledge, consent, authority, and ratification of the other Respondents(s)
14 named herein.

15 23. The parties' agreement calls for arbitration and therefore jurisdiction in this
16 tribunal is proper.

17 **GENERAL ALLEGATIONS**

18 24. In or around 2017 and into 2018, Landon, on behalf of ICON and Infusion, was
19 searching for investors willing to invest significant monies in ICON for the benefit of Infusion.

20 25. In or around February 2018, Claimant was approached about an opportunity to
invest monies in an existing and licensed cannabis manufacturing venture located in Sacramento.

21 26. Claimant had discussions with Landon, as Chief Executive Officer of ICON and
22 managing member of Infusion, whereby Landon represented, or made representations, implicitly
or expressly, causing Claimant to reasonably believe, the following:

- 23 a. ICON and Infusion were lawfully set up entities, duly organized and validly
24 existing under the laws of the State of California;

- 1 b. ICON had the requisite corporate powers and authority to own and operate its
2 assets;
- 3 c. ICON had authority execute and deliver Exhibits B and C and said documents
4 valid and binding;
- 5 d. ICON had authority issue and sell shares and carryout the terms of Exhibits B and
6 C;
- 7 e. Landon was the lawful CEO of ICON and managing member of Infusion with
8 authority to act on the entities' behalf;
- 9 f. Linda was a lawful officer of ICON and member of Infusion with authority to act
10 on the entities' behalf;
- 11 g. ICON served as a holdings company for Infusion in order to comply with state
12 laws relating to cannabis. Any proposed investment would be for the benefit of
13 Infusion but would initially be deposited into an ICON account as the holding
14 company for Infusion.
- 15 h. At all times, ICON and Infusion were fully compliant with all laws, regulations
16 and ordinances applicable to their business's affairs and finances and the
17 performance of ICON's s obligations under Exhibits B and C have been taken;
- 18 i. ICON will provided financial quarterly and annual financial statements in
19 accordance with Generally Accepted Accounting Principles ("GAAP") and that
20 all financial statements already provided are in accordance with GAAP;
- 21 j. ICON has no material liabilities not disclosed except as disclosed in Schedule 3.6
22 to Exhibit C;
- 23 k. ICON has good and marketable title its properties, assets and leasehold estate;
- 24 l. ICON is a subchapter C Corporation and has timely filed all tax returns including
25 local, state and federal returns;
- m. That ICON was making a full disclosure of the information provided and that
there were no untrue statements of a material fact nor had it omitted a material

1 fact necessary in order to make the statements contained in Exhibits B and C not
2 misleading;

- 3 n. Infusion was a profitable business and had minimal outstanding debts and
4 liabilities;
- 5 o. Infusion was consistently generating \$120,000 in monthly gross revenue based
6 upon existing contracts and it had several additional contracts in the process of
7 being executed.
- 8 p. Infusion had an extensive list of existing customers and purchase orders that
9 provided a consistent stream of existing and ongoing revenue;
- 10 q. Infusion had sufficient equipment, qualified personnel, and resources to do high
11 volume manufacturing for the production of gummies, chocolates, hard candies,
12 pre-rolls, vape filling, and packaging.
- 13 r. Due to Infusion's existing success and production demands, it was looking to
14 rapidly expand and needed an outside investor to invest monies in additional
15 capital, equipment, and personnel that would catapult Infusion into an even higher
16 level of production and profitability.
- 17 s. Claimant's proposed investment would be used exclusively to expand existing
18 operations for Infusion, including hiring additional employees and purchase
19 equipment.
- 20 t. ICON and/or Infusion had several high-net-worth investors willing to inject
21 significant monies into ICON/Infusion following a lead investor's commitment of
22 monies.
- 23 u. Linda served as an officer of Infusion and ICON and was qualified to manage and
24 oversee the company's books, records, day to day financials, and human resource
25 issues.
- v. Landon and Linda would use their knowledge, skill, and best efforts to do all
things reasonably necessary to maximize the growth and opportunities for the
benefit of ICON and Infusion.

1 27. The statements in the preceding paragraph were material statements that Claimant
2 relied upon in evaluating whether to invest monies.

3 28. Claimant was presented with several written agreements, as discussed below, to
4 memorialize the terms of his investment and purchase shares in ICON which served as a holding
5 company of Infusion.

6 29. On May 14, 2018, Claimant entered into a memorandum entitled, “Terms of
7 Proposed \$500k Investment in ICON Holdings, Inc” for purposes outlining the terms of
8 Claimant’s intent to invest \$500,000 and in exchange acquire three million shares of Series A
9 Preferred Stock in ICON Holdings, Inc. (Attached hereto as **Exhibit A** is a true and correct copy
10 of said agreement.)

11 30. On or about May 23, 2018, Claimant and ICON Holdings, Inc. entered into a
12 written agreement entitled, “Holder Rights Agreements” for the purpose of memorializing
13 Claimant’s purchase of securities. (Attached hereto as **Exhibit B** is a true and correct copy of
14 said agreement.)

15 31. On or about May 23, 2018, Claimant and ICON entered into a written agreement
16 entitled, “ICON Holdings, Inc. Series A Preferred Stock Purchase Agreement.” (Attached hereto
17 as **Exhibit C** is a true and correct copy of said agreement.)

18 32. On May 24, 20218, Claimant wire transferred \$492,500 into an ICON Wells
19 Fargo Bank Account ending in 5828. The parties each paid attorney Helene Pretsky \$7,500 for
20 jointly preparing the aforementioned corporate documents.

21 33. Upon Claimant ’s investment, Landon held 6.65 million shares of common stock
22 (33%), Linda and Dan (Landon’s father) collectively held 4.8 million shares (24%), and
23 Landon’s wife, Marie, held 600,000 shares (3%). Claimant held 3 million shares of Series A
24 Preferred Stock and 400,000 shares of common stock.

25 34. Following Claimant’s investment into ICON and during discovery in this case,
Claimant discovered that Landon’s representations made in paragraph twenty-six (26), *supra*,
were false and/or misleading and had Claimant known the truth, Claimant would not have
invested his monies, or at a minimum, would not have invested upon the terms agreed to.

- 1 35. Claimant later discovered the following:
- 2 a. ICON was never lawfully incorporated. Landon and Linda had no authority to act
- 3 for ICON. Landon and Linda were never authorized to act on behalf of the
- 4 corporation for any reason including but not limited to: enter into any agreements
- 5 including the agreements with Claimant, issue shares, conduct any business on
- 6 ICON's behalf, pay management fees or officer salaries. All such actions were
- 7 ultra vires and unenforceable.
- 8 b. Landon misrepresented and concealed his true intent to use Claimant's investment
- 9 for matters unrelated to expanding Infusion.
- 10 c. The majority of Claimant's investment was not used for expenses related to
- 11 expanding Infusion Factory.
- 12 d. Claimant's investment was used to pay the debts and expenses of Landon's
- 13 separate company, VaporPenz LLC and personal items of Landon and Linda.
- 14 e. Claimant's investment was used to reimburse Linda approximately \$46,000 for
- 15 undisclosed expenses.
- 16 f. Claimant's investment was used to pay Landon and Linda wages.
- 17 g. A significant portion of Claimant's investment was used for maintaining
- 18 Infusion's struggling daily operations and existing payroll.
- 19 h. Infusion never maintained a bank account.
- 20 i. Landon and/or Linda commingled funds between the various entities ICON,
- 21 Infusion and VaporPenz leading to mismanaged and skewed accounting.
- 22 j. ICON, Infusion and Vapor Penza had never filed and/or paid any state or federal
- 23 taxes and incurred significant tax penalties and interest.
- 24 k. ICON and Infusion did not hire and/or retain accounting professionals.
- 25 l. ICON and Infusion did not follow GAAP accounting principles and the books and
- records were not properly maintained.
- m. ICON and Infusion failed to maintain the books and records to properly account
- for cash transactions and failed to follow IRS rules regarding cash transactions.

- 1 n. Landon misrepresented the financial condition and historical performance of
2 Infusion Factory.
- 3 o. Landon and Linda had no intention of providing Claimant with monthly, quarterly
4 and/or annual financial statements for ICON or Infusion as required by the
5 parties' agreements.
- 6 p. ICON, through the conduct of Landon and Linda, had failed to comply with local,
7 state and federal laws;
- 8 q. ICON, through Landon and Linda, failed to make a full disclosure to Claimant of
9 all material information needed to evaluate his investment;
- 10 r. Landon misrepresented Infusion's client portfolio. Infusion did not have an
11 extensive and existing customer base with a continuous source of revenue. In fact,
12 it was later discovered that Infusion had a select handful of clients with one client
13 ("Client A") comprising approximately seventy percent of Infusion's revenue.
- 14 s. At the time of the parties' negotiations and agreements, Landon was aware that
15 Client A had terminated its relationship with Infusion, did not tell Claimant, and
16 led Claimant to believe that Client A was an existing customer when it was not or
17 was in the process of terminating its relationship with Infusion. Landon
18 intentionally concealed this material fact from Claimant knowing that Claimant
19 would not have agreed to invest in a Company that had lost seventy percent of its
20 stream of revenue.
- 21 t. Landon and Linda were compensating themselves as officers and paying
22 themselves "management fees" that were neither disclosed to Claimant or
23 lawfully authorized.
- 24 u. Landon had no intention of providing stock certificates to Claimant for his
25 investment.
36. Within three months of Claimant's May 24th investment, only \$28,150 remained in
the account where Claimant's investment was deposited with the majority of monies
being spent on things unrelated to expanding Infusion.

1 37. Landon and Linda did not use, and had no intention to use, Claimant's investment for
2 purposes of expanding the existing operations and purchasing equipment as
3 represented to Claimant.

4 38. Linda was responsible for maintaining the books and records of ICON and Infusion,
5 had actual knowledge of the malfeasance alleged herein and provided substantial
6 assistance to Landon, ICON and Infusion in carrying out the unlawful acts.

7 39. Additionally, Claimant later discovered the following matters that occurred
8 subsequent to his investment:

- 9 a. Landon and Linda failed to record \$652,000 in financial transactions and/or
10 expense for years 2017, 2018, and 2019 in the corporate books and records
11 causing company finances and expenses to be skewed and not reliable;
- 12 b. Landon and Linda allowed Infusion's City Business Operating Permit to expire
13 and knowingly operated Infusion without a valid license. Consequently, sub-
14 licensees were not lawfully operating under Infusion Factory's license.
- 15 c. Landon and Linda repeatedly fired reputable accounting professionals after being
16 told that they were not maintaining proper accounting measures. This led to a
17 delay in the preparation of financial statements being prepared which were
18 required to maintain proper licensing. As a result of failing to have financial
19 statements prepared, Infusion lost its licensing and operated unlawfully.
- 20 d. As a result of Landon's failure to file and/or pay taxes, Infusion Factory and/or
21 ICON were assessed substantial fines and penalties.
- 22 e. Landon and Linda failed to pay sales taxes causing the Department of Tax and
23 Fees to revoke the Sales and Use Tax licenses;
- 24 f. Failed to pay the Franchise Tax Board amounts owed;
- 25 g. Failed to file 941 tax returns for an Employer's Quarterly Federal Tax Return;
- h. Claimant is informed, believes and based thereon alleges that Landon and Linda
compensated themselves hundreds of thousands of dollars per year in the form of

1 officer salaries, management fees, and compensation packages none of which was
2 disclosed to Claimant or authorized.

- 3 i. Landon and Linda paid themselves undisclosed amounts using the cash that was
4 received in order to avoid any trail of the true amounts they were compensating
5 themselves.
- 6 j. Claimant is informed, believes, and based thereon alleges, that while Landon was
7 representing to Claimant that the Infusion/ICON were struggling to make a profit
8 and need of additional financing, Landon used monies he received from ICON or
9 Infusion to purchase at least one, if not two, McLaren luxury sports cars each
10 estimated to cost in excess of \$200,000.

11 40. Linda and Landon had knowledge of each other's acts or omissions as described
12 herein, conspired with and knowingly provided substantial assistance by way of their positions as
13 an officers of Infusion and ICON, directly or indirectly participated, influenced, controlled or
14 ratified the acts and omissions giving rise to liability herein, and benefited from said acts and
15 omissions.

16 41. As a result of the foregoing actions, Respondents conspired with and aided and
17 abetted one another in the making of untrue material representations to Claimant in order to
18 induce Claimant to invest monies, and in doing so Respondents breached their duties and
19 obligations to Claimant, engaged in fraudulent conduct and self-dealing, and violated local,
20 State and federal laws.

21 42. Despite demand, Respondents refused to provide Claimant with any stock
22 certificates evidencing his investment and shares in ICON.

23 43. In February and March 2021, Claimant himself, and through his counsel,
24 demanded Landon and Linda produce the corporate books and records of ICON and Infusion.
25 Claimant's request was ignored and he was refused access in violation of California law. (*See*
26 Corporations Code Sections 213, 1600, 1601, and 1604.)

27 44. Exhibits B and C allow for the recovery of attorney's fees and costs to enforce the
28 terms of the agreements. Exhibits B and C call for the parties to arbitrate any dispute arising out

1 of Exhibits B and C. Claimant has been forced to hire an attorney and incurred fees and costs
2 which Respondents are jointly and severally liable for.

3 45. Claimant has complied with Corporations Code Section 800 in bringing this
4 action and his requests have been ignored and or were futile given that Infusion and ICON are
5 controlled by Landon. Claimant has made pre-suit demands by the alleged Board based upon the
6 relief requested and has requested to go to mediation as required for in the parties' agreements.

7 **FIRST CAUSE OF ACTION – FRAUD**
8 **(Claimant vs. Landon and Does 1-20)**

9 46. Claimant alleges and incorporates hereby reference the allegations of paragraphs
10 1 through 45 above.

11 47. Landon intentionally misrepresented, concealed and failed to disclose material
12 facts to Claimant prior to entering into **Exhibits A** through **C**.

13 48. The facts that Landon failed to disclose were known only to Landon and/or Linda
14 and Claimant could not have reasonably discovered the facts and or Respondents prevented
15 Claimant from discovering the true facts.

16 49. Landon intended to deceive Claimant by inducing him to rely on his false and/or
17 misleading statements and representations in order to cause him to invest in ICON and for the
18 benefit of Infusion's operations.

19 50. Claimant did reasonably rely on Respondent's representations.

20 51. Had the concealed information been disclosed, Claimant would not have entered
21 into **Exhibits A** through **C**, or at a minimum, would not have invested on the same terms.

22 52. As a direct and proximate result of Respondent's acts and omissions, Claimant
23 has been damaged in an amount according to proof including, but limited to, receiving the
24 benefit of the Agreement(s), lost monies, having to subsequently hire attorney's fees, and incur
25 costs.

53. By engaging in the conduct as hereinabove set forth, Respondent(s) acted
intentionally, willfully, fraudulently, oppressively, and maliciously, and their conduct was
despicable and carried on with a willful and conscious disregard for the rights of Claimant . As

1 such Claimant is entitled to an award of exemplary damages sufficient to punish Respondents
2 and to deter future misconduct.

3 54. Respondents acts and omissions complained of herein were a substantial factor in
4 causing Claimant's harm.

5 **SECOND CAUSE OF ACTION – AIDING AND ABETTING FRAUD**
6 **(Claimant vs. Landon and Linda and Does 1-20)**

7 55. Claimant alleges and incorporates hereby reference the allegations of paragraphs
8 1 through 54 above.

9 56. Claimant alleges on information and belief that Respondents, and each of them,
10 conspired, aided and abetted one another in fraudulently inducing Claimant to invest \$500,000 in
11 ICON, and did so with the specific intent to facilitate the wrongful conduct.

12 57. Respondents, as alleged officers, directors and/or shareholders of a closely held
13 corporation, were aware of, had reason to be aware, participated in, or provided substantial
14 assistance, Landon and Linda were committing fraud against Claimant

15 58. Respondents and each of them, directly or indirectly participated, influenced,
16 controlled, provided substantial assistance or encouragement, or ratified the acts and omissions
17 of Landon and Linda as alleged officers or directors of ICON and Infusion.

18 59. Respondents' conduct was a substantial factor in causing Claimant's harm.

19 60. Claimant has been harmed in an amount according to proof.

20 61. By engaging in the conduct as hereinabove set forth, Respondents acted
21 intentionally, willfully, fraudulently, oppressively, and maliciously, and their conduct was
22 despicable and carried on with a willful and conscious disregard for the rights of Claimant. As
23 such Claimant is entitled to an award of exemplary damages sufficient to punish Respondents
24 and to deter future misconduct.

25 **THIRD CAUSE OF ACTION – CORPORATIONS CODE SECTION 25501**
(Claimant vs. ICON and Does 1-20)

62. Claimant alleges and incorporates hereby reference the allegations of paragraphs
1 through 61 above.

1 63. Corporations Code section 25401 makes it unlawful to offer or sell a security by
2 means of a written or oral communication that includes an untrue statement of material fact or
3 omits a material fact.

4 64. Corporations Code section 25501 provides that a seller of a security who violates
5 section 25401 is liable to the purchaser of the security, who may sue for either rescission or
6 damages.

7 65. Claimant and ICON entered into **Exhibits B and C**, ICON Holdings, Inc. Holder
8 Rights Agreement and ICON Holdings, Inc. Series A Preferred Stock Purchase Agreement,
9 respectively, whereby Claimant invested \$500,000 in ICON in order to receive 3,000,000 (Three
10 Million) Series A Preferred Shares in ICON.

11 66. Prior to the parties' execution of the ICON Holdings, Inc. Series A Preferred
12 Stock Purchase Agreement, Respondents negligently and/or intentionally made false or
13 misleading statements, or negligently or intentionally omitted material facts that would by
14 omission make the statements misleading, in order to induce Claimant to invest monies.

15 67. The facts misrepresented or omitted were material.

16 68. Had the misrepresented and/or concealed information been disclosed, Claimant
17 would not have agreed to invest his monies, or at a minimum, would not have invested on the
18 same terms.

19 69. As a direct and proximate result of Respondents' acts and omissions, Claimant
20 has been damaged.

21 70. Pursuant to Corporations Code section 25501, Respondent is liable to Claimant
22 for damages or rescission plus interest at a rate of ten percent per annum.

23 **FOURTH CAUSE OF ACTION – CORPORATIONS CODE SECTION 25504**
24 **(Claimant vs. Landon, Linda and Does 1-20)**

25 71. Claimant alleges and incorporates hereby reference the allegations of paragraphs
1 through 70 above.

 72. Corporations Code section 25401 makes it unlawful to offer or sell a security by
means of a written or oral communication that includes an untrue statement of material fact or
omits a material fact.

1 73. Corporations Code section 25504 provides joint and several liability to a person,
2 who as a control person, employee or has an agency relationship with the primary violator,
3 materially aids in an action or transaction for which liability is imposed under section 25501

4 74. Respondents provided material assistance to ICON in the solicitation of
5 Claimant's investment with the intent to deceive or defraud Claimant by means of
6 communication that contained untrue statements of material fact or failed to state material facts
7 necessary to make the statements not misleading.

8 75. Respondents knew, or had reason to know, of the false and/or untrue statements.

9 76. Based on Respondents' false or untrue statements, Claimant invested \$500,000 in
10 ICON and entered into Exhibits B and C.

11 77. Had the false or untrue information been disclosed, Claimant would not have
12 agreed to invest his monies, or at a minimum, would not have invested on the same terms.

13 78. As a direct and proximate result of Respondents' acts and omissions, Claimant
14 has been damaged and Respondents Landon and Linda are jointly and severally liable for said
15 damages.

16 **FIFTH CAUSE OF ACTION – CORPORATIONS CODE SECTION 25504.1**

17 **(Claimant vs. Landon, Linda and Does 1-20)**

18 79. Claimant alleges and incorporates hereby reference the allegations of paragraphs
19 1 through 78 above.

20 80. Corporations Code section 25401 makes it unlawful to offer or sell a security by
21 means of a written or oral communication that includes an untrue statement of material fact or
22 omits a material fact.

23 81. Corporations Code section 25504.1 provides joint and several liability to an aider
24 and abettor who provides material assistance in violation of Section 25401 with the intent to
25 deceive or defraud.

 82. Respondents provided material assistance to ICON in the solicitation of
Claimant's investment with the intent to deceive or defraud Claimant by means of

1 communication that contained untrue statements of material fact or failed to state material facts
2 necessary to make the statements not misleading.

3 83. Respondents possessed knowledge of the true facts.

4 84. Based on Respondents' false or untrue statements, Claimant invested \$500,000 in
5 ICON and entered into Exhibits B and C.

6 85. Had the false or untrue information been disclosed, Claimant would not have
7 agreed to invest his monies, or at a minimum, would not have invested on the same terms.

8 86. As a direct and proximate result of Respondents' acts and omissions, Claimant
9 has been damaged and Respondents Landon and Linda are jointly and severally liable for said
10 damages.

11 **SIXTH CAUSE OF ACTION – NEGLIGENT MISREPRESENTATION**
12 **(Claimant vs. Landon, Linda and Does 1-20)**

13 87. Claimant alleges and incorporates hereby reference the allegations of paragraphs
14 1 through 86 above.

15 88. Landon and Linda represented to Claimant a fact was true.

16 89. Landon and Linda's representation(s) were not true.

17 90. Landon and Linda had no reasonable basis to believe the representation was true
18 when made it to Claimant.

19 91. Landon and Linda intended that Claimant would rely on their representation(s).

20 92. Claimant reasonably relied on Landon and Linda's representations.

21 93. Claimant was harmed.

22 94. Claimant's reliance on Landon and Linda's representation(s) was a substantial
23 factor in causing his harm.

24 **SEVENTH CAUSE OF ACTION – BREACH OF FIDUCIARY DUTY**
25 **(Claimant derivatively on behalf of ICON vs. Landon, Linda and Does 1-20)**

95. Claimant alleges and incorporates hereby reference the allegations of paragraphs
1 through 94 above.

96. Respondents as officers, directors, and shareholders each owe ICON fiduciary
duties and obligations by reason of their positions. As a result of this fiduciary relationship,

1 Landon and Linda owe the highest obligations of good faith, fair dealing, loyalty, due care, as
2 well as a duty to avoid self-dealing. Under California law, all of ICON's officers and directors,
3 in exercising their powers and discharging their duties, must act honestly and in good faith with a
4 view to ICON'S best interests.

5 97. Landon and Linda intentionally, knowingly, and/or recklessly breached their
6 fiduciary duties to ICON by virtue of the acts and omissions complained of herein.

7 98. As officers and directors of ICON, Landon and Linda, had a duty to act in the best
8 interests of the company.

9 99. Landon and Linda in their roles as officers, directors and shareholders, have
10 knowingly, willfully, and/or intentionally disregarded their duties, thereby acting in bad faith,
11 and breaching their fiduciary duties of care and loyalty as well as avoiding self-dealing, to
12 ICON.

13 100. As a result of the acts and omissions complained of herein, ICON has decreased
14 in value and incurred exposure it would not have otherwise incurred had Respondents fulfilled
15 their duties and obligations.

16 101. As a direct and proximate result of Landon and Linda's misconduct, ICON has
17 suffered and will continue to suffer damages in the form of lost profitability, lost opportunities
18 and increased liabilities, by virtue of the allegations contained herein.

19 **EIGHTH CAUSE OF ACTION – BREACH OF CONTRACT**
20 **(Claimant vs. ICON and Does 1-20)**

21 102. Claimant alleges and incorporates hereby reference the allegations of paragraphs
22 1 through 101 above.

23 103. Claimant and ICON entered into **Exhibit B**, ICON Holdings, Inc. Holder Rights
24 Agreement.

25 104. Claimant did all, or substantially all, of the significant things that were required of
him, and all conditions required by ICON have occurred.

105. ICON breached its obligations based on the acts and omissions described herein.

106. None of ICON's breaches were excused.

1 107. As a direct and proximate result of ICON’s breaches of its contractual duties to
2 Claimant, ICON has unfairly interfered with Claimant’s right to receive the benefits under the
3 Agreement and has been damaged in an amount according to proof including, but not limited to,
4 not receiving the benefit of his investment and having to hire an attorney and incur attorneys’
5 fees and costs.

6 **NINTH CAUSE OF ACTION – BREACH OF THE IMPLIED COVENANT OF**
7 **GOOD FAITH AND FAIR DEALING**
8 **(Claimant vs. ICON and Does 1-20)**

9 108. Claimant alleges and incorporates hereby reference the allegations of paragraphs
10 1 through 107 above.

11 109. Claimant and ICON entered into **Exhibit B**, ICON Holdings, Inc. Holder Rights
12 Agreement.

13 110. Claimant did all, or substantially all, of the significant things that were required of
14 him, and all conditions required by ICON have occurred.

15 111. ICON breached its obligations based on the acts and omissions described herein.

16 112. None of ICON’s breaches were excused.

17 113. As a direct and proximate result of ICON’s breaches of its contractual duties to
18 Claimant, ICON has unfairly interfered with Claimant’s right to receive the benefits under the
19 Agreement and has been damaged in an amount according to proof including, but not limited to,
20 not receiving the benefit of the his investment and having to hire an attorney and incur attorneys’
21 fees and costs.

22 **TENTH CAUSE OF ACTION – BREACH OF CONTRACT**
23 **(Claimant vs. ICON and Does 1-20)**

24 114. Claimant alleges and incorporates hereby reference the allegations of paragraphs
25 1 through 113 above.

 115. Claimant and ICON entered into **Exhibit C**, Series A Preferred Stock Purchase
Agreement.

 116. Claimant did all, or substantially all, of the significant things that were required of
him, and all conditions required by ICON have occurred.

 117. ICON breached its obligations based on the acts and omissions described herein.

1 118. None of ICON's breaches were excused.

2 119. As a direct and proximate result of ICON's breaches of its contractual duties to
3 Claimant, ICON has unfairly interfered with Claimant's right to receive the benefits under the
4 Agreement and has been damaged in an amount according to proof including, but not limited to,
5 not receiving the benefit of his investment and having to hire an attorney and incur attorneys'
6 fees and costs.

7 **ELEVENTH CAUSE OF ACTION – BREACH OF THE IMPLIED COVENANT**
8 **OF GOOD FAITH AND FAIR DEALING**
9 **(Claimant vs. ICON and Does 1-20)**

10 120. Claimant alleges and incorporates hereby reference the allegations of paragraphs
11 1 through 119 above.

12 121. Claimant and ICON entered into **Exhibit C**, Series A Preferred Stock Purchase
13 Agreement.

14 122. Claimant did all, or substantially all, of the significant things that were required of
15 him, and all conditions required by ICON have occurred.

16 123. ICON breached its obligations based on the acts and omissions described herein.

17 124. None of Respondents' breaches were excused.

18 125. As a direct and proximate result of ICON's breaches of its contractual duties to
19 Claimant, ICON has unfairly interfered with Claimant's right to receive the benefits under the
20 Agreement and has been damaged in an amount according to proof including, but not limited to,
21 not receiving the benefit of the his investment and having to hire an attorney and incur attorneys'
22 fees and costs.

23 **TWELFTH CAUSE OF ACTION – ACCOUNTING AS TO ICON**
24 **(Claimant vs. ICON and Does 1-20)**

25 126. Claimant alleges and incorporates hereby reference the allegations of paragraphs
1 through 125 above.

127. A fiduciary relationship exists between Claimant and ICON.

128. Based on the facts alleged herein, an accounting of the books and records of
ICON is necessary.

///

1 **THIRTEENTH CAUSE OF ACTION – ACCOUNTING AS TO INFUSION**
2 **(Claimant vs. Infusion and Does 1-20)**

3 129. Claimant alleges and incorporates hereby reference the allegations of paragraphs
4 1 through 128 above.

5 130. By virtue of the parties intentions and agreements, Claimant was for all intents
6 and purposes investing in Infusion by and through ICON and a fiduciary relationship exists
7 between Claimant and Infusion.

8 131. Based on the facts alleged herein, an accounting of the books and records of
9 Infusion is necessary.

10 **FOURTEENTH CAUSE OF ACTION – DECLARATORY RELIEF**
11 **(Claimant vs. ICON, Infusion, Landon, Linda and Does 1-20)**

12 132. Claimant alleges and incorporates hereby reference the allegations of paragraphs
13 1 through 131 above.

14 133. By virtue of the acts complaint of herein, a controversy exists as Claimant alleges
15 that ICON was never properly organized and formed and that any and all actions allegedly taken
16 in the name of ICON by Landon or Linda were ultra vires and unenforceable.

17 134. By virtue of the acts complained of herein, Claimant seeks a finding declaring that
18 any and all actions taken in the name of ICON by Landon and Linda were acting ultra vires and
19 that Landon and Linda are declared the alter egos of ICON and Infusion.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Claimant prays for judgment against ICON, Infusion, Landon and Linda,
22 and each of them, as follows:

- 23 1. For damages and/or rescission of Exhibits B and C and a return of Claimant’s
24 investment;
- 25 2. For compensatory damages in an amount to be established according to proof at
arbitration of not less than \$500,000;
3. For punitive damages in an amount to be established according to proof at arbitration;
4. For an accounting of ICON and Infusion;
5. For costs of suit, interest, and attorneys’ fees as provided for in Exhibit B and C and
as allowed for under the law; and
6. For declaratory relief finding that any and all actions taken by Landon and Linda in
the name of ICON were ultra vires and that Landon and Linda are the alter egos of
ICON and Infusion;

1 7. For such other relief as the arbitrator may deem just and proper.

2
3 Dated: September 16, 2023

ALVES RADCLIFFE LLP

4
5 By: *Scott Radcliffe*
6 SCOTT E. RADCLIFFE
7 Attorneys for Claimant
8 KYLAE JORDAN
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EXHIBIT A

**TERMS OF PROPOSED \$500K INVESTMENT
IN
ICON HOLDINGS, INC.**

Issuer: ICON HOLDINGS, INC., a California Corporation (the "*Company*")

Amount of Offering: Up to \$1,500,000 ("*Series A Offering*").

Lead Investor: Kylee Jordan.

Lead Investor Commitment: \$500,000 ("*Lead Investor Investment*").

Type of Security: Series A Preferred Stock (the "*Series A Preferred*").

Post-Money Valuation: \$3.333 Million

Purchase Price Per Share: \$ 0.1665 per share of Series A Preferred ("*Strike Price*").

Lead Investor Shares: 3,000,000 shares of Series A Preferred (the "*Lead Investor Shares*")

Lead Investor Percentage: 15%, fully-diluted basis.

Closing: Sale of the Lead Investor Shares (the "*Initial Closing*") is anticipated to take place on or before May 31st, 2018. Subsequent sales to additional investors may occur in one or more series of closings within 120 days following the Initial Closing (the "*Subsequent Closings*").

Except for the provisions contained below entitled "Legal Fees and Expenses", "Confidentiality," "Governing Law" and "No Shop," which are explicitly agreed by the Lead Investor and the Company to be binding upon execution of this term sheet, this summary of terms, including the accompanying terms and conditions, is not intended as a legally binding commitment by the Lead Investor, and any obligation on the part of the Lead Investor is subject to the following conditions precedent: completion of legal documentation satisfactory to Lead Investor, satisfactory completion of due diligence by Lead Investor, and delivery of all closing deliverables described in the definitive agreements.

LEAD INVESTOR

By: Kylee Jordan 5/24/18

Kylee Jordan, Lead Investor

ICON HOLDINGS, INC.

By: Landon Long 05.14.18

Landon Long, CEO

TERMS AND CONDITIONS OF SERIES A PREFERRED STOCK

- Capitalization:** The Company's capital structure shall be as set forth in the attached capitalization table immediately following the initial Closing. For purposes of the above calculation and any other reference to "fully-diluted" in this term sheet, "fully-diluted" assumes the conversion of all outstanding preferred stock of the Company, the exercise of all authorized and currently existing stock options and warrants of the Company, and any increases to the Company's existing option pool prior to the Closing.
- Liquidation Preference:** In the event of any liquidation or winding up of the Company, the holders of the Series A Preferred shall be entitled to receive in preference to the holders of the Common Stock a per share amount equal to the Purchase Price plus any declared but unpaid dividends (the "*Liquidation Preference*").
- After the payment of the Liquidation Preference to the holders of the Series A Preferred, the remaining assets, if any, shall be distributed ratably to the holders of the Common Stock until receipt of holders of Common Stock, in the aggregate, of an amount equal to the Liquidation Preference.
- Thereafter, the remaining assets, if any, shall be distributed ratably to the holders of the Common Stock and the Series A Preferred on an as-converted basis.
- A merger, acquisition, sale of voting control in which the shareholders of the Company do not own a majority of the outstanding shares of the surviving corporation or sale of all or substantially all of the assets of the Company shall be deemed to be a liquidation. Any acquisition agreement that provides for escrowed or other contingent consideration will provide that the allocation of such contingent amounts properly accounts for the liquidation preference of the Preferred Stock.
- Preferred Stock Conversion:** Convertible into shares of Common Stock at any time at the election of each holder. The initial conversion rate shall be 1:1, subject to adjustment as provided below.
- Automatic Conversion:** All of the Series A Preferred shall automatically convert into Common Stock upon the closing of a firmly underwritten public offering of shares of Common Stock of not less than \$30 million (before deduction of underwriters commissions and expenses) (a "*Qualified IPO*").
- Antidilution Provisions:** The conversion price of the Series A Preferred will be subject to a standard weighted-average adjustment to reduce dilution in the event that the Company issues additional equity securities, other than (collectively, "*Excluded Issuances*"): (i) shares or options to purchase shares issued to employees, consultants or directors as approved by the Board of Directors of Directors, (ii) shares issued for consideration other than cash pursuant to a merger, consolidation, acquisition, or similar business combination approved by the Board of Directors; (iii) shares issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board of Directors; and (iv) other issuances approved by a majority of the outstanding Series A Preferred from time to time (the "*Required Percentage*"). The conversion price will also be

subject to proportional adjustment for stock splits, stock dividends, combinations, recapitalizations and the like.

Voting Rights:

The Series A Preferred will vote together with the Common Stock on an as-converted basis, and not as a separate class except as specifically provided herein in the Protective Provisions or as otherwise required by law.

Protective Provisions:

For so long as any shares of Series A Preferred remain outstanding, consent of the Required Percentage of the Series A Preferred, voting as a separate class, shall be required for any action, whether directly or through any merger, recapitalization or similar event, that (i) alters or changes the rights, preferences or privileges of the Series A Preferred, (ii) increases or decreases the authorized number of shares of Common or Preferred Stock, (iii) creates (by reclassification or otherwise) any new class or series of shares having rights, preferences or privileges senior to or on a parity with the Series A Preferred, (iv) results in the redemption or repurchase of any shares of Common Stock (other than pursuant to equity incentive agreements with service providers giving the Company the right to repurchase shares upon the termination of services), (v) results in any merger, other corporate reorganization, sale of control, or any transaction in which all or substantially all of the assets of the Company are sold, (vi) amends or waives any provision of the Company's Bylaws, (vii) increases or decreases the authorized size of the Company's Board of Directors, (viii) results in the payment or declaration of any dividend on any shares of Common or Preferred Stock, (ix) issues debt in excess of \$500,000, or (x) makes any voluntary petition for bankruptcy or assignment for the benefit of creditors.

Information Rights:

The Company shall make available customary audited annual, unaudited quarterly and monthly financial statements and budgets to the Lead Investor.

Registration Rights:

Registration Rights: One demand registration, starting the earlier of four years after the Closing or 180 days after the Company's initial public offering, so long as the anticipated aggregate offering price to the public is not less than \$30,000,000, and unlimited piggy-back and S-3 registration rights with reasonable and customary terms, including cutback rights to no less than 30% (other than in a Qualified IPO), payment of selling stockholder counsel fees up to \$25,000, and no limitations on transfers of registration rights to affiliates.

Lock-Up Provision:

All Series A Preferred investors will be subject to a customary post-IPO lockup provided that all officers, directors, and other 1% shareholders are similarly bound; provided further that any discretionary waiver or termination of lock-up provisions shall also apply pro rata to the investors.

Other Provisions:

No shareholder of the Company shall be granted registration rights which would reduce the number of shares includable by the holders of the Registrable Securities in a registration without the consent of the holders of at least a majority of the Registrable Securities. The Company shall not require the opinion of Investor's counsel before authorizing the transfer of stock or the removal of Rule 144 legends for routine sales under Rule 144 or for distribution to partners or members of Investors.

Put Option:

Commencing as of the fourth (4th) anniversary of the Initial Closing, if the Company has not otherwise consummated a Qualified IPO prior to Lead Investor's exercise of this right, Lead Investor shall have the right to require the Company to redeem all or any portion of the Lead Investor Shares at a

redemption price equal to the greater of the (i) fair value of the Lead Investor Shares, or (ii) Lead Investor Investment plus 10% annual compounded interest from the Initial Closing through the consummation of the redemption.

Right of First Refusal:

Prior to a Qualified IPO, Lead Investor shall have the right to purchase Lead Investor's pro rata portion (calculated on a fully diluted basis) of any future issuances of equity securities by the Company, other than Excluded Issuances.

EMPLOYEE MATTERS

Incentive Plan:

Prior to the Closing, the Company will reserve 3,000,000 shares of its Common Stock representing 15% of the Company's capital stock on a fully-diluted basis, as of the Closing, assuming full subscription of the Series A Offering for issuance under its Incentive Plan for future issuances to directors, officers, employees and consultants.

Proprietary Information

Each current and future employee, executive and consultant of the Company shall enter into an acceptable proprietary information and inventions assignment agreement. Further all parties shall be bound by a Non Disclosure Agreement covering the duration of the activity period plus three years.

Founder Activities:

Founder and executive officers shall devote 100% of their professional time to the Company and its associated companies and affiliates. Any other professional activities will require the approval of the Board of Directors.

OTHER MATTERS

Closing Deliverables:

The Company shall provide prior to the Closing: (i) an updated, post-closing capitalization chart, and (ii) a detailed budget for the twelve months following closing, acceptable to Lead Investor.

Agreements:

The sale of the Series A Preferred Stock shall be pursuant to a purchase agreement with customary representations and warranties and due diligence requirements (the "Investment Agreements"). Lead Investor's consultancy shall be evidenced by a Consultant Agreement.

Finders:

The Company and the Lead Investor shall each indemnify the other for any broker's or finder's fees for which either is responsible.

Legal Fees and Expenses:


The Company and the Lead Investor shall bear their own fees and expenses, including attorneys' fees in negotiating this transaction.

Confidentiality:

This term sheet and any related discussions and correspondence are to be held in strict confidence by the Company and Lead Investor and may not be disclosed to any third party (other than such party's counsel or accountants, as necessary), without the other party's prior approval.

Governing Law:

This summary of terms shall be governed in all respects by the laws of the State of California.

 05-14-18

No Shop:

In recognition that Lead Investor will incur substantial legal fees in taking the lead in drafting the Investment Agreements, the Company agrees that for a period of ninety (90) days from the date this Term Sheet is executed by both parties (or earlier if Lead Investor terminates discussions), neither the Company it nor any of its affiliates, officers, directors, consultants, or agents shall directly and/or indirectly (a) initiate contact with, solicit or encourage any inquiries or proposals by any third parties, or enter into any agreements with any such third parties, regarding a sale any securities of the Company, other than pursuant to the Series A Offering under the terms of this Term Sheet with Lead Investor, or (b) enter into any discussions or negotiations with any third parties regarding a merger, consolidation, or sale of all or a substantial portion of the business or assets of the Company, or any transaction to circumvent the term of this Term Sheet.


 05.14.18

EXHIBIT B

ICON HOLDINGS, INC.

HOLDER RIGHTS AGREEMENT

This Holder Rights Agreement (the "Agreement") is entered into as of May 23rd, 2018 (the "Effective Date"), by and among Icon Holdings, Inc., a California corporation (the "Company"), on the one hand, and the Kylae Jordan, an individual ("Investor") and any additional Holders under the Series A Offering (defined below) who shall become signatories to this Agreement subsequent to the Effective Date, on the other hand (collectively, including Investor, the "Series A Holders").

Recitals

Whereas, the Company is currently conducting a private placement of (the "Series A Offering") of up to \$1 Million of its Series A Preferred Stock (the "Series A Stock")

Whereas, the Holder is purchasing 3,000,000 shares of the Company's Series A Stock pursuant to that certain Series A Preferred Stock Purchase Agreement (the "Purchase Agreement");

Whereas, the obligations in the Purchase Agreement are conditioned upon the execution and delivery of this Agreement;

Now, Therefore, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.
GENERAL PROVISIONS

1.1 Definitions. As used in this Agreement the following terms shall have the following respective meanings:

(a) "Charter" shall mean the Company's Amended and Restated Articles of Incorporation, as filed with the California Secretary of State on May 22th, 2018, as amended from time to time.

(b) "Common Stock" means the common stock of the Company.

(c) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(d) "Form S-3" means such form under the Securities Act as in effect on the date hereof or any successor or similar registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(e) **"Holder(s)"** means any person(s) owning of record Registrable Securities that have not been sold to the public or any assignee of record of such Registrable Securities in accordance with Section 2.9 hereof.

(f) **"Initial Offering"** means the Company's first firm commitment underwritten public offering of its Common Stock registered under the Securities Act

(g) **"Register," "registered," and "registration"** refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

(h) **"Registrable Securities"** means (a) Common Stock issuable or issued upon conversion of the Shares and (b) any Common Stock of the Company issued as or issuable upon the conversion or exercise of any warrant, right or other security which is issued as a dividend or other distribution with respect to, or in exchange for or in replacement of, such above-described securities. Notwithstanding the foregoing, Registrable Securities shall not include any securities (i) sold by a person to the public either pursuant to a registration statement or Rule 144, (ii) sold in a private transaction in which the transferor's rights under Section 2 of this Agreement are not assigned or (iii) held by a Holder (together with its affiliates) if, as reflected on the Company's list of stockholders, Holder (together with Holder's affiliates) holds less than one percent (1%) of the Company's outstanding Common Stock (treating all shares of any preferred stock of the Company outstanding on an as converted basis), the Company has completed its Initial Offering and all shares of Common Stock of the Company issuable or issued upon conversion of the Shares held by and issuable to Holder (and Holder's affiliates) may be sold pursuant to Rule 144 during any 90 day period.

(i) **"Registrable Securities then outstanding"** shall be the number of shares of the Company's Common Stock that are Registrable Securities and either (a) are then issued and outstanding or (b) are issuable pursuant to then exercisable or convertible securities.

(j) **"Registration Expenses"** shall mean all expenses incurred by the Company in complying with Sections 2.2, 2.3 and 2.4 hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements not to exceed \$25,000 of a single special counsel for the Holders, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

(k) **"SEC" or "Commission"** means the Securities and Exchange Commission.

(l) **"Securities Act"** shall mean the Securities Act of 1933, as amended.

(m) **"Selling Expenses"** shall mean all underwriting discounts and selling commissions applicable to the sale.

(n) **"Shares"** shall mean the Company's Series A Preferred Stock issued to the Series A Holders pursuant to the Series A Offering, including to Holder under the Purchase Agreement.

(o) **"Special Registration Statement"** shall mean (i) a registration statement relating to any employee benefit plan or (ii) with respect to any corporate reorganization or transaction under

Rule 145 of the Securities Act, any registration statements related to the issuance or resale of securities issued in such a transaction or (iii) a registration related to stock issued upon conversion of debt securities.

1.2 Registration, Restrictions on Transfer.

(a) Each Holder shall be prohibited from making any disposition of all or any portion of the Shares or Registrable Securities unless and until:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) (A) The transferee has agreed in writing to be bound by the terms of this Agreement, (B) such Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if reasonably requested by the Company, such Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144, except in unusual circumstances. After its Initial Offering, the Company will not require any transferee pursuant to Rule 144 to be bound by the terms of this Agreement if the shares so transferred do not remain Registrable Securities hereunder following such transfer.

(b) Notwithstanding the provisions of subsection (a) above, no such restriction shall apply to a transfer by a Holder that is (A) a partnership transferring to its partners or former partners in accordance with partnership interests, (B) a venture fund transferring to its affiliated funds or any of their respective directors, officers or partners, (C) a corporation transferring to a wholly-owned subsidiary or a parent corporation that owns all of the capital stock of the Holder, (D) a limited liability company transferring to its members or former members in accordance with their interest in the limited liability company, or (E) an individual transferring to the Holder's family member or trust for the benefit of an individual Holder; *provided* that in each case the transferee will agree in writing to be subject to the terms of this Agreement to the same extent as if he were an original Holder hereunder.

(c) Each certificate representing Shares or Registrable Securities shall be stamped or otherwise imprinted with legends substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN HOLDER RIGHTS

AGREEMENT BY AND BETWEEN THE SHAREHOLDER AND THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(d) The Company shall be obligated to reissue promptly certificates without legends at the request of a Holder if the Company has completed its Initial Offering and the Holder shall have obtained an opinion of counsel (which counsel may be counsel to the Company) reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be so disposed of without registration, qualification and legend, *provided that* the second legend listed above shall be removed only at such time as Holder is no longer subject to any restrictions hereunder.

(e) Any legend endorsed on an instrument pursuant to applicable state securities laws and the stop-transfer instructions with respect to such securities shall be removed upon receipt by the Company of an order of the appropriate blue sky authority authorizing such removal.

1.3 Demand Registration.

(a) Subject to the conditions of this Section 2.2, if the Company shall receive a written request from the Holders of a majority of the Registrable Securities (the "Initiating Holders") that the Company file a registration statement under the Securities Act covering the registration of a majority of the Registrable Securities then outstanding (or a lesser percent if the anticipated aggregate offering price, net of underwriting discounts and commissions, would exceed \$30,000,000, then the Company shall, within 30 days of the receipt thereof, give written notice of such request to all Holders of Registrable Securities, and subject to the limitations of this Section 2.2, effect, as expeditiously as Holders of Registrable Securities request to be registered.

(b) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.2 or any request pursuant to Section 2.4 and the Company shall include such information in the written notice referred to in Section 2.2(a) or Section 2.4(a), as applicable. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities held by all Initiating Holders (which underwriter or underwriters shall be reasonably acceptable to the Company). Notwithstanding any other provision of this Section 2.2 or Section 2.4, if the underwriter advises the Company that marketing factors require a limitation of the number of securities to be underwritten (including Registrable Securities) then the Company shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such Registrable Securities on a *pro rata* basis based on the number of Registrable Securities held by all Holders (including the Initiating Holders); *provided, however*, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities of the Company are first entirely excluded from the underwriting and registration. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) The Company shall not be required to effect a registration pursuant to this Section 2.2:

(i) prior to the earlier of (A) the fourth anniversary of the date of this Agreement and (B) the period starting with the date of filing, and ending on the date 180 days following the effective date, of the registration statement pertaining to the Initial Offering (or such longer period as may be determined pursuant to Section 2.11 hereof); *provided* that the Company makes reasonable good faith efforts to cause such registration statement to become effective;

(ii) after the Company has effected one (1) registration pursuant to this Section 2.2, and such registrations have been declared or ordered effective;

(iii) during the period starting with the date of filing of, and ending on the date 180 days following the effective date of the registration statement pertaining to the Initial Offering (or such longer period as may be determined pursuant to Section 2.11 hereof); *provided* that the Company makes reasonable good faith efforts to cause such registration statement to become effective;

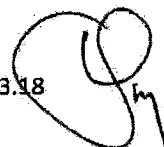
(iv) if within 30 days of receipt of a written request from Initiating Holders pursuant to Section 2.2(a), the Company gives notice to the Holders of the Company's intention to file a registration statement for a public offering, other than pursuant to a Special Registration Statement, within 90 days;

(v) if the Company shall furnish to Holders requesting a registration statement pursuant to this Section 2.2 a certificate signed by the Chairman of the board of directors of the Company (the "Board") stating that in the good faith judgment of the Board, it would be seriously detrimental to the Company and its shareholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than 90 days after receipt of the request of the Initiating Holders; *provided* that such right to delay a request shall be exercised by the Company not more than once in any 12-month period;

(vi) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Section 2.4 below; or

(vii) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

1.4 Piggyback Registrations. The Company shall notify all Holders of Registrable Securities in writing at least 15 days prior to the filing of any registration statement under the Securities Act for purposes of a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding Special Registration Statements) and will afford each Holder an opportunity to include in such registration statement all or part of such Registrable Securities held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by such Holder shall, within 15 days after the above-described notice from the Company, so notify the Company in writing. Such notice shall state the intended method of disposition of the Registrable Securities by Holder. If a Holder decides not to include all of such Holder's Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be



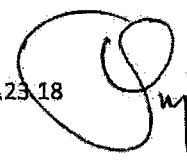
filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) **Underwriting.** If the registration statement of which the Company gives notice under this Section 2.3 is for an underwritten offering, the Company shall so advise the Holders of Registrable Securities. In such event, the right of any Holder to include Registrable Securities in a registration pursuant to this Section 2.3 shall be conditioned upon Holder's participation in such underwriting and the inclusion of Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. Notwithstanding any other provision of this Agreement, if the underwriter determines in good faith that marketing factors require a limitation of the number of shares to be underwritten, the number of shares that may be included in the underwriting shall be allocated, first, to the Company; second, to the Holders on a *pro rata* basis based on the total number of Registrable Securities held by the Holders; and third, to any shareholder of the Company (other than a Holder) on a *pro rata* basis; *provided, however*, that no such reduction shall reduce the amount of securities of the selling Holders included in the registration below 30% of the total amount of securities included in such registration, unless such offering is the Initial Offering and such registration does not include shares of any other selling shareholders, in which event any or all of the Registrable Securities of the Holders may be excluded in accordance with the immediately preceding clause. In no event will shares of any other selling shareholder be included in such registration that would reduce the number of shares which may be included by Holders without the written consent of Holders of not less than a majority of the Registrable Securities proposed to be sold in the offering. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least 10 business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Holder which is a partnership, limited liability company or corporation, the partners, retired partners, members, retired members and shareholders of a Holder, or the estates and family members of any such partners, retired partners, members and retired members and any trusts for the benefit of any of the foregoing person shall be deemed to be a single "Holder," and any *pro rata* reduction with respect to such "Holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "Holder," as defined in this sentence.

(b) **Right to Terminate Registration.** The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.3 whether or not any Holder has elected to include securities in such registration and shall promptly notify any Holder that has elected to include shares in such registration of such termination or withdrawal. The Registration Expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2.5 hereof.

1.5 Form S-3 Registration. In case the Company shall receive from any Holder or Holders of Registrable Securities a written request or requests that the Company effect a registration on Form S-3 (or any successor to Form S-3) or any similar short-form registration statement and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by Holder or Holders, the Company will:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders of Registrable Securities; and



(b) as soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of Holder's or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; *provided, however*, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.4:

- (i) if Form S-3 is not available for such offering by the Holders, or
- (ii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than \$1,000,000, or
- (iii) if within 30 days of receipt of a written request from any Holder or Holders pursuant to this Section 2.4, the Company gives notice to Holder or Holders of the Company's intention to make a public offering within 90 days, other than pursuant to a Special Registration Statement;
- (iv) if the Company shall furnish to the Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board, it would be seriously detrimental to the Company and its shareholders for such Form S-3 registration to be affected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than 90 days after receipt of the request of the Holder or Holders under this Section 2.4; *provided*, that such right to delay a request shall be exercised by the Company not more than twice in any 12 month period, or
- (v) if the Company has, within the 12 month period preceding the date of such request, already effected two (2) registrations on Form S-3 for the Holders pursuant to this Section 2.4, or
- (vi) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

(c) Subject to the foregoing, the Company shall file a Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the requests of the Holders. Registrations effected pursuant to this Section 2.4 shall not be counted as demands for registration or registrations effected pursuant to Section 2.2. All Registration Expenses incurred in connection with registrations requested pursuant to this Section 2.4 after the first two (2) registrations shall be paid by the selling Holders *pro rata* in proportion to the number of shares to be sold by each Holder in any such registration.

1.6 Expenses of Registration. Except as specifically provided herein, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Section 2.2, 2.3 or 2.4 herein shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the Holders of the securities so registered *pro rata* on the basis of the number of shares so registered. The Company shall not, however, be required to pay

for expenses of any registration proceeding begun pursuant to Section 2.2 or 2.4, the request of which has been subsequently withdrawn by the Initiating Holders unless (a) the withdrawal is based upon material adverse information concerning the Company of which the Initiating Holders were not aware at the time of such request or (b) the Holders of a majority of Registrable Securities agree to deem such registration to have been effected as of the date of such withdrawal for purposes of determining whether the Company shall be obligated pursuant to Section 2.2(c) or 2.4(b)(v), as applicable, to undertake any subsequent registration, in which event such right shall be forfeited by all Holders. If the Holders are required to pay the Registration Expenses, such expenses shall be borne by the Holders of securities (including Registrable Securities) requesting such registration in proportion to the number of shares for which registration was requested. If the Company is required to pay the Registration Expenses of a withdrawn offering pursuant to clause (a) above, then such registration shall not be deemed to have been effected for purposes of determining whether the Company shall be obligated pursuant to Section 2.2(c) or 2.4(b)(5), as applicable, to undertake any subsequent registration.

1.7 Obligations of the Company. Whenever required to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use all reasonable efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for up to 30 days or, if earlier, until the Holder or Holders have completed the distribution related thereto; *provided, however,* that at any time, upon written notice to the participating Holders and for a period not to exceed 60 days thereafter (the "Suspension Period"), the Company may delay the filing or effectiveness of any registration statement or suspend the use or effectiveness of any registration statement (and the Initiating Holders hereby agree not to offer or sell any Registrable Securities pursuant to such registration statement during the Suspension Period) if the Company reasonably believes that there is or may be in existence material nonpublic information or events involving the Company, the failure of which to be disclosed in the prospectus included in the registration statement could result in a Violation (as defined below). In the event that the Company shall exercise its right to delay or suspend the filing or effectiveness of a registration hereunder, the applicable time period during which the registration statement is to remain effective shall be extended by a period of time equal to the duration of the Suspension Period. The Company may extend the Suspension Period for an additional consecutive 60 days with the consent of the Holders of a majority of the Registrable Securities registered under the applicable registration statement, which consent shall not be unreasonably withheld. If so directed by the Company, all Holders registering shares under such registration statement shall (i) not offer to sell any Registrable Securities pursuant to the registration statement during the period in which the delay or suspension is in effect after receiving notice of such delay or suspension; and (ii) use their best efforts to deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in Holders' possession, of the prospectus relating to such Registrable Securities current at the time of receipt of such notice. Notwithstanding the foregoing, the Company shall not be required to file, cause to become effective or maintain the effectiveness of any registration statement other than a registration statement on Form S-3 that contemplates a distribution of securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may

be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above.

(c) Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.

(d) Use its reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the Holders; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

(f) Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The Company will use reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Use its reasonable efforts to furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and (ii) a letter, dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering addressed to the underwriters.

(h) Use its reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed.

(i) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

(j) Promptly make available for inspection by the selling Holders, any underwriter participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent in connection with any such registration statement.

1.8 Delay of Registration; Furnishing Information.

(a) No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

(b) It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.2, 2.3 or 2.4 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to effect the registration of their Registrable Securities.

(c) The Company shall have no obligation with respect to any registration requested pursuant to Section 2.2 or Section 2.4 if the number of shares or the anticipated aggregate offering price of the Registrable Securities to be included in the registration does not equal or exceed the number of shares or the anticipated aggregate offering price required to originally trigger the Company's obligation to initiate such registration as specified in Section 2.2 or Section 2.4, whichever is applicable.


1.9 Indemnification. In the event any Registrable Securities are included in a registration statement under Sections 2.2, 2.3 or 2.4:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners, members, officers and directors of each Holder, any underwriter (as defined in the Securities Act) for Holder and each person, if any, who controls Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation") by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated reference therein, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; and the Company will reimburse each Holder, partner, member, officer, director, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided however*, that the indemnity agreement contained in this Section 2.8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is

effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by Holder, partner, member, officer, director, underwriter or controlling person of Holder.

(b) To the extent permitted by law, each Holder will, if Registrable Securities held by Holder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors or officers or any person who controls Holder, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling person, underwriter or other Holder, or partner, director, officer or controlling person of such other Holder may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any of the following statements: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated reference therein, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act (collectively, a "Holder Violation"), in each case to the extent (and only to the extent) that Holder Violation occurs in reliance upon and in conformity with written information furnished by Holder under an instrument duly executed by Holder and stated to be specifically for use in connection with such registration; and each Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, or partner, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Holder Violation; *provided, however*, that the indemnity agreement contained in this Section 2.8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; *provided further*, that in no event shall any indemnity under this Section 2.8 exceed the net proceeds from the offering received by Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.8 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.8, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses thereof to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.8 to the extent, and only to the extent, prejudicial to its ability to defend such action, but the omission so to deliver written notice

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to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.8.

(d) If the indemnification provided for in this Section 2.8 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) or Holder Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided, that*, in no event shall any contribution by a Holder hereunder exceed the net proceeds from the offering received by Holder.

(e) The obligations of the Company and Holders under this Section 2.8 shall survive completion of any offering of Registrable Securities in a registration statement and, with respect to liability arising from an offering to which this Section 2.8 would apply that is covered by a registration filed before termination of this Agreement, such termination. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

1.10 Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to this Section 2 may be assigned by a Holder to a transferee or assignee of Registrable Securities (for so long as such shares remain Registrable Securities) that (a) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member of a Holder that is a corporation, partnership or limited liability company, (b) is a Holder's family member or trust for the benefit of an individual Holder, (c) is an entity affiliated by common control (or other related entity) with Holder; or (d) is itself a Holder; *provided, however*, (i) the transferor shall, within 10 days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned and (ii) such transferee shall agree to be subject to all restrictions set forth in this Agreement.

1.11 Limitation on Subsequent Registration Rights. Other than as provided in Section 5.10, after the date of this Agreement, the Company shall not enter into any agreement with any Holder or prospective Holder of any securities of the Company that would grant Holder rights to demand the registration of shares of the Company's capital stock, or to include such shares in a registration statement that would reduce the number of shares includable by the Holders.

1.12 "Market Stand-Off" Agreement. Each Holder hereby agrees that Holder shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock (or other securities) of the Company held by Holder (other than those included in the registration) during the 180-day period

following the effective date of the Initial Offering (or such longer period, not to exceed 34 days after the expiration of the 180-day period, as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2241); *provided, that*, all officers and directors of the Company and Holders of at least one percent (1%) of the Company's voting securities are bound by and have entered into similar agreements. The obligations described in this Section 2.11 shall not apply to a Special Registration Statement.

1.13 Agreement to Furnish Information. Each Holder agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter that are consistent with the Holder's obligations under Section 2.11 or that are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, each Holder shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in Section 2.11 and this Section 2.12 shall not apply to a Special Registration Statement. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said day period. Each Holder agrees that any transferee of any shares of Registrable Securities shall be bound by Sections 2.11 and 2.12. The underwriters of the Company's stock are intended third party beneficiaries of Sections 2.11 and 2.12 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

1.14 Rule 144 Reporting. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its best efforts to:


(a) Make and keep public information available, as those terms are understood and defined in SEC Rule 144 or any similar or analogous rule promulgated under the Securities Act, at all times after the effective date of the first registration filed by the Company for an offering of its securities to the general public;

(b) File with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act; and

(c) So long as a Holder owns any Registrable Securities, furnish to Holder forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of said Rule 144 of the Securities Act, and of the Exchange Act (at any time after it has become subject to such reporting requirements); a copy of the most recent annual or quarterly report of the Company filed with the Commission; and such other reports and documents as a Holder may reasonably request in connection with availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration.

Section 2. **COVENANTS OF THE COMPANY**

2.1 Basic Financial Information and Reporting.

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(a) The Company will maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied (except as noted therein), and will set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied.

(b) Unless waived by the Board, the Company will furnish each Holder, as soon as practicable after the end of each fiscal year of the Company, and in any event within 120 days thereafter, a balance sheet of the Company, as at the end of such fiscal year, and a statement of income and a statement of cash flows of the Company, for such year, all prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein) and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail. Such financial statements shall be accompanied by a report and opinion thereon by independent public accountants selected by the Board.

(c) Unless waived by the Board, so long as a Holder (together with its affiliates) shall own not less than ten percent (10%) of the Registrable Securities (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Registrable Securities after the date hereof) (a "Major Holder"), the Company will furnish each such Major Holder, as soon as practicable after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company, and in any event within 45 days thereafter, a balance sheet of the Company as of the end of each such quarterly period and a statement of income and a statement of cash flows of the Company for such period and for the current fiscal year to date, prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made.

(d) Unless waived by the Board, the Company will furnish each Major Holder: (i) at least 30 days prior to the beginning of each fiscal year an annual budget and operating plans for such fiscal year approved by the Board (and as soon as available, any subsequent written revisions thereto); and (ii) as soon as practicable after the end of each month, and in any event within 20 days thereafter, a balance sheet of the Company as of the end of each such month, and a statement of income and a statement of cash flows of the Company for such month and for the current fiscal year to date, including a comparison to plan figures for such period, prepared in accordance with generally accepted accounting principles consistently applied (except as noted thereon), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made.

2.2 Inspection Rights. Each Major Holder shall have the right to visit and inspect any of the properties of the Company or any of its subsidiaries, and to discuss the affairs, finances and accounts of the Company or any of its subsidiaries with its officers, and to review such information as is reasonably requested all at such reasonable times and as often as may be reasonably requested; *provided, however*, that the Company shall not be obligated under this Section 3.2 with respect to a competitor of the Company or with respect to information that the Board determines in good faith is confidential or attorney-client privileged and should not, therefore, be disclosed.

2.3 Confidentiality of Records. Each Holder agrees to use the same degree of care as such Holder uses to protect its own confidential information to keep confidential any information furnished to such Holder pursuant to Section 3.1 and 3.2 hereof that the Company identifies as being confidential or proprietary (so long as such information is not in the public domain), except that such Holder may

disclose such proprietary or confidential information (i) to any partner, subsidiary or parent of such Holder as long as such partner, subsidiary or parent is advised of and agrees or has agreed to be bound by the confidentiality provisions of this Section 3.3 or comparable restrictions; (ii) at such time as it enters the public domain through no fault of such Holder; (iii) that is communicated to it free of any obligation of confidentiality; (iv) that is developed by Holder or its agents independently of and without reference to any confidential information communicated by the Company; or (v) as required by applicable law.

2.4 Reservation of Common Stock. The Company will at all times reserve and keep available, solely for issuance and delivery upon the conversion of the Series A Stock, all Common Stock issuable from time to time upon such conversion.

2.5 Stock Vesting. Unless otherwise approved by the Board, all stock options and other stock equivalents issued after the date of this Agreement to employees, directors, consultants and other service providers shall be subject to vesting as follows: (a) 33^{1/3}% shall vest on the one year anniversary of the issuance, and (b) 66^{2/3}% shall vest in equal monthly installments over the remaining two (2) years. Unless otherwise approved by the Board, no stock options or other stock equivalents issued after the date of this Agreement to employees, directors, consultants and other service providers shall provide for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as a result of (i) termination of employment or consulting services (whether actual or constructive); (ii) any merger, consolidation, sale of stock or assets, change of control or any other transaction(s) by the Company; or (iii) the occurrence of any other event or combination of events.

2.6 Proprietary Information and Inventions Agreement. The Company shall require all employees and consultants to execute and deliver a Proprietary Information and Inventions Agreement, that, in the case of employees contains a one-year non-competition agreement (unless the employee resides in the State of California), substantially in a form approved by the Company's counsel or Board.

2.7 Assignment of Right of First Refusal. The Company's Bylaws shall contain a right of first refusal on all transfers of Common Stock, subject to customary exceptions. In the event that the Company elects not to exercise any right of first refusal the Company may have on a proposed transfer of any of the Company's outstanding capital stock pursuant to the Company's charter documents, by contract or otherwise, the Company shall, to the extent it may do so, assign such right of first refusal or right of first offer to each Major Holder within 15 days of receiving notice of such proposed transfer. In the event of such assignment, each Major Holder shall have a right to purchase its *pro rata* portion of the capital stock proposed to be transferred. For purposes of this Section 3.7, each Major Holder's *pro rata* portion shall be equal to the product obtained by multiplying (a) the aggregate number of shares proposed to be transferred by (b) a fraction, the numerator of which is the number of shares of Registrable Securities held by such Major Holder at the time of the proposed transfer and the denominator of which is the total number of Registrable Securities owned by all Major Holders at the time of such proposed transfer.

2.8 Obligations of Management. The Company will use its best efforts to ensure that all officers of the Company shall devote 100% of their professional time to the Company. Any other professional activity by any officer of the Company shall require the approval of the Board.

2.9 Termination of Covenants. All covenants of the Company contained in Section 3 of this Agreement (other than the provisions of Section 3.3) shall expire and terminate as to each Holder upon

effective date of the registration statement pertaining to an Initial Offering that results in the Series A Stock being converted into Common Stock.

Section 3. **PREEMPTIVE RIGHTS**

3.1 Subsequent Offerings. Subject to applicable securities laws, each Major Holder shall have a preemptive right to purchase such Holder's *pro rata* share of all Equity Securities, as defined below, that the Company may, from time to time, propose to sell and issue after the date of this Agreement, other than the Equity Securities excluded by Section 4.7 hereof. Each Major Holder's *pro rata* share is equal to the ratio of (a) the number of shares of the Company's Common Stock (including all shares of Common Stock issuable or issued upon conversion of the Shares or upon the exercise of outstanding warrants or options) of which such Major Holder is deemed to be a Holder immediately prior to the issuance of such Equity Securities to (b) the total number of shares of the Company's outstanding Common Stock (including all shares of Common Stock issued or issuable upon conversion of the Shares or upon the exercise of any outstanding warrants or options) immediately prior to the issuance of the Equity Securities. The term "Equity Securities" shall mean (i) any Common Stock, Preferred Stock or other security of the Company, (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Common Stock, Preferred Stock or other security (including any option to purchase such a convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other security or (iv) any such warrant or right.

3.2 Exercise of Rights. If the Company proposes to issue any Equity Securities, it shall give each Major Holder written notice of its intention, describing the Equity Securities, the price and the terms and conditions upon which the Company proposes to issue the same. Each Major Holder shall have 15 days from the giving of such notice to agree to purchase its *pro rata* share of the Equity Securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the quantity of Equity Securities to be purchased. Notwithstanding the foregoing, the Company shall not be required to offer or sell such Equity Securities to any Major Holder who would cause the Company to be in violation of applicable federal securities laws by virtue of such offer or sale.

3.3 Issuance of Equity Securities to Other Persons. The Company shall have 90 days thereafter to sell the Equity Securities in respect of which the Major Holders' rights were not exercised, at a price not lower, and upon general terms and conditions not materially more favorable to the purchasers thereof, than specified in the Company's notice to the Major Holders pursuant to Section 4.2 hereof. If the Company has not sold such Equity Securities within 90 days of the notice provided pursuant to Section 4.2, the Company shall not thereafter issue or sell any Equity Securities, without first offering such securities to the Major Holders in the manner provided above.

3.4 Sale Without Notice. In lieu of giving notice to the Major Holders prior to the issuance of Equity Securities as provided in Section 4.2, the Company may elect to give notice to the Major Holders within 30 days after the issuance of Equity Securities. Such notice shall describe the type, price and terms of the Equity Securities. Each Major Holder shall have 20 days from the date of receipt of such notice to elect to purchase up to the number of shares that would, if purchased by such Major Holder,

maintain such Major Holder's *pro rata* share (as set forth in Section 4.1) of the Company's equity securities after giving effect to all such purchases. The closing of such sale shall occur within 60 days of the date of notice to the Major Holder.

3.5 Termination and Waiver of Preemptive Rights. The preemptive rights established by this Section 4 shall not apply to, and shall terminate upon the effective date of the registration statement pertaining to the Company's Initial Offering that results in the Series A Stock being converted into Common Stock. Notwithstanding Section 5.5 hereof, the preemptive rights established by this Section 4 may be amended, or any provision waived with and only with the written consent of the Company and the Major Holders holding a majority of the Registrable Securities held by all Major Holders, or as permitted by Section 5.5.

3.6 Assignment of Preemptive Rights. The preemptive rights of each Major Holder under this Section 4 may be assigned to the same parties, subject to the same restrictions, as any transfer of registration rights pursuant to Section 2.9.

3.7 Excluded Securities. The preemptive rights established by this Section 4 shall have no application to any of the following Equity Securities:

(a) shares of Common Stock and/or options, warrants or other Common Stock purchase rights and the Common Stock issued pursuant to such options, warrants or other rights issued or to be issued after the date hereof to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board;

(b) stock issued or issuable pursuant to any rights or agreements, options, warrants or convertible securities outstanding as of the date of this Agreement; and stock issued pursuant to any such rights or agreements granted after the date of this Agreement, so long as the rights of first refusal established by this Section 4 were complied with, waived, or were inapplicable pursuant to any provision of this Section 4.7 with respect to the initial sale or grant by the Company of such rights or agreements;

(c) any Equity Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition or similar business combination approved by the Board;

(d) any Equity Securities issued in connection with any stock split, stock dividend or recapitalization by the Company;

(e) any Equity Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement, or debt financing from a bank or similar financial or lending institution approved by the Board; and

(f) any Equity Securities that are issued by the Company pursuant to a registration statement filed under the Securities Act.

Section 4.

MISCELLANEOUS

4.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California and shall be binding upon the parties hereto in the United States and worldwide.

The Parties agree to attempt private mediation to resolve any dispute or claim arising between them out of the Agreement and the Related Agreements before resorting to binding arbitration. If the controversy cannot be resolved through mediation, arbitration proceedings may be initiated. Any controversy between the Parties involving the construction or application of any of the terms, provisions, validity, termination, or conditions of the Agreement and the Related Agreements shall be submitted to arbitration. Arbitration will comply with and be governed by the provisions of the California Arbitration Act. The Parties will each appoint one person to hear and determine the dispute. If the two persons so appointed are unable to agree, then those persons will select a third impartial arbitrator whose decision will be final and conclusive upon both parties. Each party shall bear all costs and expenses incurred in arbitration.

The existence and content of the arbitral proceedings and any rulings or award shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration.

This arbitration Agreement is binding upon each of the Parties, their principals, successors, assigns and affiliates.

4.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors, and administrators and shall inure to the benefit of and be enforceable by each person who shall be a Holder of Registrable Securities from time to time; *provided, however,* that prior to the receipt by the Company of adequate written notice of the transfer of any Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the Holder of such shares in its records as the absolute owner and Holder of such shares for all purposes, including the payment of dividends or any redemption price.

4.3 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the Purchase Agreement and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement.

4.4 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.5 Amendment and Waiver.

(a) Except as otherwise expressly provided, this Agreement may be amended or modified, and the obligations of the Company and the rights of the Holders under this Agreement may be waived, only upon the written consent of the Company and the Holders of a majority of the then-outstanding Registrable Securities.

(b) For the purposes of determining the number of Holders entitled to vote or exercise any rights hereunder, the Company shall be entitled to rely solely on the list of record Holders of its stock as maintained by or on behalf of the Company.

4.6 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any party's part of any breach, default or noncompliance under the Agreement or any waiver on such party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

4.7 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address appearing on the books of the Company or at such other address or electronic mail address as such party may designate by 10 days advance written notice to the other parties hereto.

4.8 Costs and Attorneys' Fees. In the event that any action, suit or other proceeding is instituted based upon or arising out of this Holders in the Company (whether based on breach of contract, tort, breach of duty or any other theory), the prevailing party shall recover all of such party's costs (including, but not limited to expert witness costs) and reasonable attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

4.9 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

4.10 Additional Holder. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of its Series A Preferred Stock pursuant to the Series A Offering, any purchaser of Series A Stock shall, with the consent of the Company, become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed a "Holder" and a party hereunder. Notwithstanding anything to the contrary contained herein, if the Company shall issue Equity Securities in accordance with Sections 4.7 (c) or (e) of this Agreement, any purchaser of such Equity Securities may, with the consent of the Company, become a

party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed a "Holder" and a party hereunder.

4.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

4.12 Aggregation of Stock. All shares of Registrable Securities held or acquired by affiliated entities or persons or persons or entities under common management or control shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

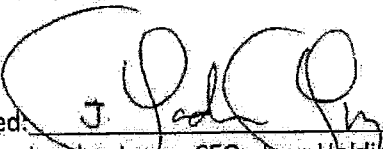
4.13 Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

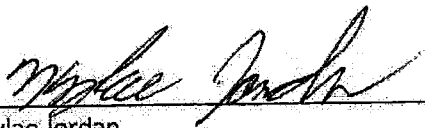
4.14 Termination. This Agreement shall terminate and be of no further force or effect upon the date three (3) years following the closing of the Initial Offering that results in the conversion of all outstanding shares of Series A Stock.

In Witness Whereof, the parties hereto have executed this Investor Rights Agreement as of the date set forth in the first paragraph hereof.

For "Company"

As "Purchaser"

Signed: 
Landon Long - CEO - Icon Holdings Inc.

Signed:  5/24/18
Kylee Jordan

Address: 3941 PARK DRIVE # 20-229
City: EL DORADO HILLS
State: CA ZIP: 95762

Address: 900 E 1ST ST APT 210
City: LOS ANGELES
State: CA ZIP: 90012


 05.23.18

EXHIBIT C

ICON HOLDINGS, INC.

SERIES A PREFERRED STOCK PURCHASE AGREEMENT

This Series A Preferred Stock Purchase Agreement (the "Agreement") is made and entered into as of May 18, 2018, by and between Icon Holdings, Inc., a California corporation (the "Company"), and Kylae Jordan, an individual ("Purchaser").

Recitals

Whereas, the Company has authorized the sale and issuance of an aggregate of 5,000,000 shares of its Series A Preferred Stock (the "Series A Preferred Stock"), for an aggregate purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Series A Offering");

Whereas, Purchaser desire to purchase sixty percent (60%) of the Series A Preferred Shares, or 3,000,000 shares of the Series A Preferred Stock (the "Jordan Shares"), on the terms and conditions set forth herein; and

Whereas, the Company desires to issue and sell the Jordan Shares to Purchaser on the terms and conditions set forth herein.

Agreement

Now, Therefore, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement To Sell And Purchase.

1.1 **Authorization of Jordan Shares.** The Company has authorized (a) the sale and issuance to Purchaser of the Jordan Shares in accordance with the terms of this Agreement, and (b) the issuance of shares of the Company's common stock (the "Common Stock") to be issued upon conversion of the Jordan Shares (the "Conversion Shares"). The Jordan Shares and the Conversion Shares have the rights, preferences, privileges and restrictions set forth in the Amended and Restated Articles of Incorporation of the Company, in the form attached hereto as Exhibit B (the "Restated Articles").

1.2 **Sale and Purchase.** Subject to the terms and conditions hereof, at the Closing (as hereinafter defined), the Company hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, the Jordan Shares, at a purchase price of \$.1665 per share, with an aggregate purchase price of Five Hundred Thousand Dollars (\$500,000) (the "Purchase Price").

2. Closing, Delivery And Payment.

2.1 **Closing.** The closing of the sale and purchase of the Jordan Shares under this Agreement (the "Closing") shall take place at 10:00 a.m. on the date hereof, at the offices of the Company located at 4354 Town Center Blvd #114-18, El Dorado Hills, CA 95762, or at such other time or place as the Company and Purchaser may mutually agree (such date is hereinafter referred to as the "Closing Date").

2.2 **Delivery.** At the Closing, subject to the terms and conditions hereof, the Company will deliver to Purchaser a certificate representing the Jordan Shares, against payment of the Purchase Price therefor.

by wire transfer made payable to the order of the Company in accordance with the following wire transfer instructions:

Bank: Wells Fargo Bank.

Address: 4355 Town Center Blvd #110, El Dorado Hills, CA 95762. 1.916.939.3080

Account Name: Icon Holdings Inc.

Account #: 6409035828

Routing #: 121000248

2.3 Subsequent Closings. Purchaser acknowledges that the Company shall have the right to sell the remainder of the Series A Preferred Stock, or 2,000,000 shares of Series A Preferred Stock, pursuant to the Series A Offering, in one or more transactions and one or more closings subsequent to the Closing Date; provided that such subsequent sales of Series A Preferred Stock shall be at a per share purchase price of \$.50 per share of Series A Preferred Stock, but otherwise on substantially the same terms set forth herein and no more favorable to the subsequent purchasers than the terms under which Purchaser is purchasing the Jordan Shares hereunder.

3. Representations And Warranties Of The Company.

Except as set forth on a Schedule of Exceptions attached hereto as Schedule A, the Company hereby represents and warrants to Purchaser as of the date of this Agreement as set forth below.

3.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement and the Investor Rights Agreement in the form attached hereto as Exhibit C the "Investor Rights Agreement" (collectively, the "Related Agreements"), to issue and sell the Jordan Shares and the Conversion Shares, and to carry out the provisions of this Agreement, the Related Agreements and the Restated Articles and to carry on its business as presently conducted and as presently proposed to be conducted. The Company is duly qualified to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

3.2 Subsidiaries. Schedule 3.2 attached hereto sets forth (i) each and every corporation, partnership, limited liability company or other business entity in which the Company owns or controls any equity security or other interest; and (ii) any joint venture, partnership, limited liability company or similar material arrangement. Since its inception, except as set forth on Schedule 3.2, the Company has not consolidated or merged with, acquired all or substantially all of the assets of, or acquired the stock of or any interest in any corporation, partnership, limited liability company or other business entity

3.3 Capitalization; Voting Rights.

(a) The authorized capital stock of the Company, immediately prior to the Closing, consists of (i) 20,000,000 shares of Common Stock, 12,000,000 shares of which are issued and outstanding as set forth on the capitalization table attached hereto as Exhibit A (the "Cap Table"), and (ii) 5,000,000 shares of Preferred Stock, all of which are designated Series A Preferred Stock, representing twenty five percent (25%) of the Company's capital stock on a fully-diluted basis (including the Plan Shares, defined below), none of which are issued and outstanding.

(b) The Company has duly adopted the Company's 2018 Equity Incentive Plan attached hereto as Exhibit E (the "Equity Incentive Plan") pursuant to which the Company has authorized the issuance of up to a maximum of 3,000,000 shares of Common Stock (the "Plan Shares"). The Plan Shares shall represent 15% of the capital stock of the Company, on a fully-diluted basis, taking into account the full sale and

issuance of Series A Preferred Stock pursuant to the Series A Offering, and have been properly reserved for issuance by the Board of Directors. The Cap Table sets forth all outstanding options and restricted stock issued and outstanding under the Equity Incentive Plan (the "Outstanding Equity Incentives"). Other than the Outstanding Equity Incentives, (i) no Plan Shares have been issued pursuant to restricted stock purchase agreements and/or the exercise of outstanding options under the Plan, and (ii) no other options have been granted and are currently outstanding. The Company has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the share amounts and terms set forth in the Plan.

(c) Other than the Plan Shares reserved for issuance under the Plan and except as may be granted pursuant to this Agreement and the Related Agreements, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), proxy or shareholder agreements or agreements of any kind for the purchase or acquisition from the Company of any of its securities.

(d) All issued and outstanding shares of the Company's Common Stock (i) have been duly authorized and validly issued and are fully paid and nonassessable, and (ii) were issued in compliance with all applicable state and federal laws concerning the issuance of securities.

(e) The rights, preferences, privileges and restrictions of the Series A Preferred Stock are as stated in the Amended and Restated Articles of Incorporation. Each outstanding share of Series A Preferred Stock is convertible into Common Stock on a one-for-one basis as of the date hereof and the consummation of the transactions contemplated hereunder will not result in any anti-dilution adjustment or other similar adjustment to the outstanding Series A Preferred Stock. The Conversion Shares have been duly and validly reserved for issuance. When issued in compliance with the provisions of this Agreement and the Restated Articles, the Jordan Shares and the Conversion Shares will be validly issued, fully paid and nonassessable, and will be free of any liens or encumbrances; provided, however, that the Jordan Shares and the Conversion Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed. The sale of the Jordan Shares and the subsequent conversion of the Jordan Shares into Conversion Shares are not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.

(f) All outstanding shares of Common Stock and Series A Preferred Stock, and all shares of Common Stock and Series A Preferred Stock issuable upon the exercise or conversion of outstanding options, warrants or other exercisable or convertible securities are subject to a market standoff or "lockup" agreement of not less than 180 days following the Company's initial public offering.

3.4 Authorization; Binding Obligations. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization of this Agreement and the Related Agreements, the Equity Incentive Plan, the performance of all obligations of the Company hereunder and thereunder at the Closing and the authorization, sale, issuance and delivery of the Jordan Shares pursuant hereto and the Conversion Shares pursuant to the Amended and Restated Articles of Incorporation has been taken. The Agreement and the Related Agreements, when executed and delivered, will be valid and binding obligations of the Company enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that restrict the availability of equitable remedies, and (c) to the extent that the enforceability of the indemnification provisions in the Investor Rights Agreement may be limited by applicable laws.

3.5 Financial Statements. The Company has made available to Purchaser (a) its [un]audited balance sheet as at April, 2018 and unaudited statement of income and cash flows for the 12 months ending December 31, 2017 and (b) its unaudited balance sheet as at January, 2018 (the "Statement Date") and unaudited consolidated statement of income and cash flows for the 12 month period ending on the Statement Date (collectively, the "Financial Statements"). The Financial Statements, together with the notes thereto, have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated, except as disclosed therein, and present fairly the financial condition and position of the

Company as of December 31, 2017 and the Statement Date; provided, however, that the unaudited financial statements are subject to normal recurring year-end audit adjustments (which are not expected to be material either individually or in the aggregate), and do not contain all footnotes required under generally accepted accounting principles.

3.6 Liabilities. Except as disclosed on Schedule 3.6, attached hereto, the Company has no material liabilities and, to the best of its knowledge, no material contingent liabilities, other than those disclosed on Schedule 3.6, except current liabilities incurred in the ordinary course of business that have not been, either in any individual case or in the aggregate, materially adverse.

3.7 Agreements; Action.

(a) Except for agreements explicitly contemplated hereby and agreements between the Company and its employees with respect to the sale of the Company's outstanding Common Stock, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, employees, affiliates or any affiliate thereof.

(b) There are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Company is a party or to its knowledge by which it is bound which may involve (i) future obligations (contingent or otherwise) of, or payments to, the Company in excess of \$150,000, or (ii) the transfer or license of any patent, copyright, trade secret or other proprietary right to or from the Company (other than licenses by the Company of "off the shelf" or other standard products), or (iii) provisions restricting the development, manufacture or distribution of the Company's products or services or (iv) indemnification by the Company with respect to infringements of proprietary rights.

(c) The Company has not (i) accrued, declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred or guaranteed any indebtedness for money borrowed or any other liabilities (other than trade payables incurred in the ordinary course of business) individually in excess of \$150,000 or, in the case of indebtedness and/or liabilities individually less than \$150,000, in excess of \$150,000 in the aggregate, (iii) made any loans or advances to any person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business.

(d) For the purposes of subsections (b) and (c) above, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same person or entity (including persons or entities the Company has reason to believe are affiliated therewith) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsections.

3.8 Obligations to Related Parties. Except as otherwise set forth on Schedule 3.8 attached hereto, there are no obligations of the Company to officers, directors, shareholders, or employees of the Company other than (a) for current payment of salary for services rendered, (b) reimbursement for expenses incurred on behalf of the Company and (c) for other standard employee benefits made generally available to all employees (including stock option agreements outstanding under the Equity Incentive Plan). Except as set forth in Schedule 3.8, none of the officers, directors or, to the best of the Company's knowledge, key employees or shareholders of the Company or any members of their immediate families, is indebted to the Company. Except as set forth on Schedule 3.8, none of the officers, directors or to the best of the Company's knowledge any key employees have direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, other than (i) passive investments in publicly traded companies (representing less than 1% of such company) which may compete with the Company and (ii) investments by venture capital funds with which directors of the Company may be affiliated and service as a board member of a company in connection therewith due to a person's affiliation with a venture capital fund or similar institutional investor in such company and (iii) investments and/or ownership interests in Infusion Factory, LLC, a limited liability company duly organized under the laws of the state of

California and VaporPenz, LLC, a limited liability company duly organized under the laws of the state of California. No officer, director or shareholder, or any member of their immediate families, is, directly or indirectly, interested in any material contract with the Company (other than such contracts as relate to any such person's ownership of capital stock or other securities of the Company).

3.9 **Changes.** Since the Statement Date, there has not been to the Company's knowledge:

(a) Any change in the assets, liabilities, financial condition, prospects or operations of the Company from that reflected in the Financial Statements, other than changes in the ordinary course of business, none of which individually or in the aggregate has had or is reasonably expected to have a material adverse effect on such assets, liabilities, financial condition, prospects or operations of the Company;

(b) Any resignation or termination of any officer, key employee or group of employees of the Company;

(c) Any material change, except in the ordinary course of business, in the contingent obligations of the Company by way of guaranty, endorsement, indemnity, warranty or otherwise;

(d) Any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the properties, business or prospects or financial condition of the Company;

(e) Any waiver by the Company of a valuable right or of a material debt owed to it;

(f) Any material change in any compensation arrangement or agreement with any employee, officer, director or shareholder;

(g) Any labor organization activity related to the Company;

(h) Any debt, obligation or liability incurred, assumed or guaranteed by the Company, except those for immaterial amounts and for current liabilities incurred in the ordinary course of business;

(i) Any sale, assignment, or exclusive license or transfer of any patents, trademarks, copyrights, trade secrets or other intangible assets;

(j) Any change in any material agreement to which the Company is a party or by which it is bound which materially and adversely affects the business, assets, liabilities, financial condition, operations or prospects of the Company;

(k) Any other event or condition of any character that, either individually or cumulatively, has materially and adversely affected the business, assets, liabilities, financial condition, prospects or operations of the Company; or

(l) Any arrangement or commitment by the Company to do any of the acts described in subsection (a) through (k) above].

3.10 **Title to Properties and Assets; Liens, Etc.** The Company has good and marketable title to its properties and assets and good title to its leasehold estates, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge, other than (a) those resulting from taxes which have not yet become delinquent, (b) minor liens and encumbrances which do not materially detract from the value of the property subject thereto or materially impair the operations of the Company, and (c) those that have otherwise arisen in the ordinary course of business.

3.11 Intellectual Property.

(a) The Company owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted, without any known infringement of the rights of others. There are no outstanding options, licenses or agreements of any kind relating to the foregoing proprietary rights, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes of any other person or entity other than such licenses or agreements arising from the purchase of "off the shelf" or standard products.

(b) The Company has not received any communications alleging that the Company has violated or, by conducting its business as presently proposed to be conducted, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity.

(c) The Company is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with their duties to the Company or that would conflict with the Company's business as proposed to be conducted. Each current and future employee, officer and consultant of the Company shall execute a proprietary information and inventions assignment agreement in a form made available to the Purchaser. No former or current employee, officer or consultant of the Company has excluded works or inventions made prior to his or her employment with the Company from his or her assignment of inventions pursuant to such employee, officer or consultant's proprietary information and inventions agreement. The Company does not believe it is or will be necessary to utilize any inventions, trade secrets or proprietary information of any of its employees made prior to their employment by the Company, except for inventions, trade secrets or proprietary information that have been assigned to the Company.

3.12 **Compliance with Other Instruments.** The Company is not in violation or default of any term of its Articles documents, each as amended, or of any provision of any mortgage, indenture, contract, lease, agreement, instrument or contract to which it is party or by which it is bound or of any judgment, decree, order or writ other than any such violation that would not have a material adverse effect on the Company. The execution, delivery, and performance of and compliance with this Agreement, and the Related Agreements, and the issuance and sale of the Jordan Shares pursuant hereto and of the Conversion Shares pursuant to the Restated Articles, will not, with or without the passage of time or giving of notice, result in any such material violation, or be in conflict with or constitute a material default under any such term or provision, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

3.13 **Litigation.** There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened against the Company that would reasonably be expected to result, either individually or in the aggregate, in any material adverse change in the assets, condition, affairs or prospects of the Company, financially or otherwise, or any change in the current equity ownership of the Company or that questions the validity of this Agreement or the Related Agreements or the right of the Company to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby, nor is the Company aware that there is any basis for any of the foregoing. The foregoing includes, without limitation, actions pending or, to the Company's knowledge, threatened or any basis therefore known by the Company involving the prior employment of any of the Company's employees, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. The Company is not a party or to its knowledge subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no



action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

3.14 Tax Returns and Payments. The Company is and always has been a subchapter C corporation. The Company has timely filed all tax returns (federal, state and local) required to be filed by it. All taxes shown to be due and payable on such returns, any assessments imposed, and to the Company's knowledge all other taxes due and payable by the Company on or before the Closing, have been paid or will be paid prior to the time they become delinquent. The Company has not been advised (a) that any of its returns, federal, state or other, have been or are being audited as of the date hereof, or (b) of any deficiency in assessment or proposed judgment to its federal, state or other taxes. The Company has no knowledge of any liability of any tax to be imposed upon its properties or assets as of the date of this Agreement that is not adequately provided for.

3.15 Employees. The Company has no collective bargaining agreements with any of its employees at the time of this agreement. There is no labor union organizing activity pending or, to the Company's knowledge, threatened with respect to the Company. Per State regulations, upon hiring of the 20th non-management employee, the Company may be required to agree to a "Labor Peace Agreement" with a relevant Labor Union. The Company is not currently a party to or bound by any currently effective employment contract, deferred compensation arrangement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation plan or agreement other than any Outstanding Equity Incentives. No employee of the Company has been granted the right to continued employment by the Company or to any material compensation following termination of employment with the Company. To the Company's knowledge, no employee of the Company, nor any consultant with whom the Company has contracted, is in violation of any term of any employment contract, proprietary information agreement or any other agreement relating to the right of any such individual to be employed by, or to contract with, the Company; and to the Company's knowledge the continued employment by the Company of its present employees, and the performance of the Company's contracts with its independent contractors, will not result in any such violation. The Company has not received any notice alleging that any such violation has occurred. The Company is not aware that any officer, key employee or group of employees intends to terminate his, her or their employment with the Company, nor does the Company have a present intention to terminate the employment of any officer, key employee or group of employees. There are no actions pending, or to the Company's knowledge, threatened, by any former or current employee concerning such person's employment by the Company.

3.16 Obligations of Management. Each officer and key employee of the Company is currently devoting substantially all of his or her business time to the conduct of the business of the Company. The Company is not aware that any officer or key employee of the Company is planning to work less than full time at the Company in the future. No officer or key employee is currently working or, to the Company's knowledge, plans to work for a competitive enterprise, whether or not such officer or key employee is or will be compensated by such enterprise.

3.17 Registration Rights and Voting Agreements. Except as required pursuant to the Investor Rights Agreement, the Company is presently not under any obligation, and has not granted any rights, to register under the Securities Act of 1933, as amended (the "Securities Act"), any of the Company's presently outstanding securities or any of its securities that may hereafter be issued. To the Company's knowledge, no shareholder of the Company has entered into any agreement with respect to the voting of equity securities of the Company.

3.18 Compliance with Laws; Licenses and Permits.

(a) Except for those laws of the United States federal government and the instrumentalities or agencies thereof, including but not limited to the Drug Enforcement Agency, and state and federal governments relating to cannabis, the Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company. No

governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of this Agreement or the issuance of the Jordan Shares or the Conversion Shares, except such as have been duly and validly obtained or filed, or with respect to any filings that must be made after the Closing, as will be filed in a timely manner.

(b) The Company has in full force and effect all franchises, permits, licenses and any similar authority necessary for the conduct of its business as now being conducted by it and proposed to be conducted by, the lack of which could materially and adversely affect the business, assets, properties or financial condition of the Company (collectively, the "Required Licenses/Permits"). Schedule 3.18(b) sets forth a complete list of all Required Licenses/Permits, included agency issuing it, date of issuance and term of effectiveness. All the Required Licenses/Permits are in processes and/or in full force and effect, and to the Company's best knowledge, there are no conditions that exist or which the Company is aware will occur, that would cause the Company to be in violation of any such Required Licenses/Permits or give the applicable authority the basis to revoke, cancel or in any restrict any such Required Licenses/Permits.

3.19 Environmental and Safety Laws. To its knowledge, the Company is not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, and to its knowledge, no material expenditures are or will be required in order to comply with any such existing statute, law or regulation.

3.20 Offering Valid. Assuming the accuracy of the representations and warranties of Purchaser contained in Section 4.2 hereof, the offer, sale and issuance of the Jordan Shares and the Conversion Shares will be exempt from the registration requirements of the Securities Act, and will have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Series A Preferred Stock to any person or persons so as to bring the sale of such Series A Preferred Stock by the Company within the registration provisions of the Securities Act or any state securities laws.

3.21 Full Disclosure. The Company has provided Purchaser with all information requested by Purchaser in connection with Purchaser's decision to purchase the Jordan Shares. Neither this Agreement, the exhibits hereto nor the Related Agreements contain any untrue statement of a material fact nor, to the Company's knowledge, omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.22 Minute Books. The minute books of the Company made available to Purchaser contain a complete summary of all meetings of directors and shareholders since the time of incorporation.

3.23 Real Property Holding Corporation. The Company is not a real property holding corporation within the meaning of Section 897(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code") and any regulations promulgated thereunder.

3.24 Section 83(b) Elections. To the Company's knowledge, all elections and notices permitted by Section 83(b) of the Code and any analogous provisions of applicable state tax laws have been timely filed by all employees who have purchased or been issued shares of the Company's common stock under agreements that provide for the vesting of such shares of Common Stock.

3.25 Executive Officers. To the knowledge of the Company, no executive officer or person nominated to become an executive officer of the Company (a) has been convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding minor traffic violations) or (b) is or has been subject to any judgment or order of, the subject of any pending civil or administrative action by the Securities and Exchange

Commission or any self-regulatory organization.

4. Representations And Warranties Of Purchaser.

Purchaser hereby represents and warrants to the Company as follows (provided that such representations and warranties do not lessen or obviate the representations and warranties of the Company set forth in this Agreement):

4.1 **Requisite Power and Authority.** Purchaser has all necessary power and authority to execute and deliver this Agreement and the Related Agreements and to carry out their respective provisions. All action on Purchaser's part required for the lawful execution and delivery of this Agreement and the Related Agreements has been taken. Upon their execution and delivery, this Agreement and the Related Agreements will be valid and binding obligations of Purchaser, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) as limited by general principles of equity that restrict the availability of equitable remedies, and (c) to the extent that the enforceability of the indemnification provisions of the Investor Rights Agreement may be limited by applicable laws.

4.2 **Investment Representations.** Purchaser understands that neither the Jordan Shares nor the Conversion Shares have been registered under the Securities Act. Purchaser also understands that the Jordan Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Purchaser's representations contained in the Agreement. Purchaser hereby represents and warrants as follows:

(a) **Purchaser Bears Economic Risk.** Purchaser, together with Purchaser's representative, Helene Prefsky, a securities and business law attorney ("Purchaser's Representative"), has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that Purchaser, with advice and guidance from Purchaser's Representative, is capable of evaluating the merits and risks of Purchaser's investment in the Company and has the capacity to protect Purchaser's own interests. Purchaser must bear the economic risk of this investment indefinitely unless the Jordan Shares (or the Conversion Shares) are registered pursuant to the Securities Act, or an exemption from registration is available. Purchaser understands that the Company has no present intention of registering the Jordan Shares, the Conversion Shares or any share of its Common Stock. Purchaser also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Purchaser to transfer all or any portion of the Jordan Shares or the Conversion Shares under the circumstances, in the amounts or at the times Purchaser might propose.

(b) **Acquisition for Own Account.** Purchaser is acquiring the Jordan Shares and the Conversion Shares solely for Purchaser's own account for investment only, and not with a view towards their distribution.

(c) **Purchaser Can Protect Purchaser's Interest.** Purchaser represents that by reason of Purchaser's business or financial experience, together with the business experience of Purchaser's Representative, Purchaser has the capacity to protect Purchaser's own interests in connection with the transactions contemplated in this Agreement, and the Related Agreements. Further, Purchaser is aware of no publication of any advertisement in connection with the transactions contemplated in the Agreement.

(d) **Accredited Investor.** Purchaser represents that, together with advice and guidance of Purchaser's Representative, Purchaser qualifies as an accredited investor within the meaning of Regulation D under the Securities Act.

(e) **Company Information.** Purchaser has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Purchaser has also had the

opportunity to ask questions of and receive answers from, the Company and its management regarding the terms and conditions of this investment.

(f) **Rule 144.** Purchaser acknowledges and agrees that the Jordan Shares, and, if issued, the Conversion Shares are "restricted securities" as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser has been advised or is aware of the provisions of Rule 144, which permits limited resale of Jordan Shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of Jordan Shares being sold during any three-month period not exceeding specified limitations.

4.3 **Transfer Restrictions.** Purchaser acknowledges and agrees that the Jordan Shares and, if issued, the Conversion Shares are subject to restrictions on transfer as set forth in the Investor Rights Agreement.

5. Conditions To Closing.

5.1 **Conditions to Purchaser's Obligations at the Closing.** Purchaser's obligation to purchase the Jordan Shares at the Closing is subject to the satisfaction, at or prior to the Closing Date, of the following conditions:

(a) **Representations and Warranties True; Performance of Obligations.** The representations and warranties made by the Company in Section 3 hereof shall be true and correct in all material respects as of the Closing Date with the same force and effect as if they had been made as of the Closing Date, and the Company shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Closing.

(b) **Legal Investment.** On the Closing Date, the sale and issuance of the Jordan Shares and the proposed issuance of the Conversion Shares shall be legally permitted by all laws and regulations to which the Company is subject.

(c) **Consents, Permits, and Waivers.** The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Related Agreements, except for such as may be properly obtained subsequent to the Closing.

(d) **Filing of Amended and Restated Articles of Incorporation.** The Amended and Restated Articles of Incorporation shall have been filed with the Secretary of State of the State of California and shall continue to be in full force and effect as of the Closing Date.

(e) **Corporate Documents.** The Company shall have delivered to Purchaser copies of all corporate documents of the Company as Purchaser shall have reasonably requested.

(f) **Reservation of Conversion Shares.** The Conversion Shares issuable upon conversion of the Jordan Shares shall have been duly authorized and reserved for issuance upon such conversion.

(g) **Compliance Certificate.** The Company shall have delivered to Purchaser a Compliance Certificate, executed by the President of the Company, dated the Closing Date, to the effect that the conditions specified in subsections (a), (c), (d) and (f) of this Section 5.1 have been satisfied.

(h) **Secretary's Certificate.** Purchaser shall have received from the Company's Secretary, a certificate having attached thereto (i) the Amended and Restated Articles of Incorporation as in effect at the time of the Closing, (ii) the Company's Bylaws as in effect at the time of the Closing, (iii) resolutions

approved by the Board of Directors of the Company authorizing the transactions contemplated hereby, (iv) resolutions approved by the Company's shareholders authorizing the filing of the Amended and Restated Articles of Incorporation and the adoption of the Equity Incentive plan and (v) good standing certificates with respect to the Company from the California Secretary of State, dated within 20 days prior to the Closing.

(i) **Investor Rights Agreement.** The Investor Rights Agreement substantially in the form attached hereto as Exhibit C shall have been executed and delivered by the parties thereto.

(j) **Consulting Agreement.** The Consulting Agreement substantially in the form attached hereto as Exhibit D shall have been executed and delivered by the parties thereto; provided that it is hereby acknowledged and agreed by Purchaser that any dispute under the Consulting Agreement subsequent to the Closing shall have no impact on the validity of the investment made by Purchaser hereunder, nor give rise to any claim by Purchaser for any rescission of the purchase of the Jordan Shares hereunder.

(k) **Proceedings and Documents.** All corporate and other proceedings in connection with the transactions contemplated at the Closing hereby and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to Purchaser, and Purchaser shall have received all such counterpart originals or certified or other copies of such documents as it may reasonably request.

5.2 **Conditions to Obligations of the Company.** The Company's obligation to issue and sell the Jordan Shares at the Closing is subject to the satisfaction, on or prior to such Closing, of the following conditions:

(a) **Representations and Warranties True.** The representations and warranties in Section 4 made by Purchaser shall be true and correct in all material respects at the date of the Closing, with the same force and effect as if they had been made on and as of said date.

(b) **Performance of Obligations.** Purchaser shall have performed and complied with all agreements and conditions herein required to be performed or complied with by Purchaser on or before the Closing.

(c) **Filing of Restated Articles.** The Restated Articles shall have been filed with the Secretary of State of the State of California.

(d) **Investor Rights Agreement.** The Investor Rights Agreement substantially in the form attached hereto as an Exhibit shall have been executed and delivered by Purchaser.

(e) **Consulting Agreement.** The Consulting Agreement substantially in the form attached hereto as Exhibit shall have been executed and delivered by the parties thereto.

(f) **Consents, Permits, and Waivers.** The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Related Agreements, except for such as may be properly obtained subsequent to the Closing.

6. Miscellaneous.

6.1 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California, without regard to principles of conflicts of laws.

The Parties agree to attempt private mediation to resolve any dispute or claim arising between them out of the Agreement and the Related Agreements before resorting to binding arbitration. If the controversy cannot be resolved through mediation, arbitration proceedings may be initiated. Any controversy between the Parties involving the construction or application of any of the terms, provisions, validity, termination, or conditions of the Agreement and the Related Agreements shall be submitted to arbitration. Arbitration will comply with and be

governed by the provisions of the California Arbitration Act. The Parties will each appoint one person to hear and determine the dispute. If the two persons so appointed are unable to agree, then those persons will select a third impartial arbitrator whose decision will be final and conclusive upon both parties. Each party shall bear all costs and expenses incurred in arbitration.

The existence and content of the arbitral proceedings and any rulings or award shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration. This arbitration Agreement is binding upon each of the Parties, their principals, successors, assigns and affiliates.

6.2 Survival. The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company hereunder solely as of the date of such certificate or instrument. The representations, warranties, covenants and obligations of the Company, and the rights and remedies that may be exercised by Purchaser, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, Purchaser or any of its representatives.

6.3 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of the Jordan Shares from time to time; provided, however, that prior to the receipt by the Company of adequate written notice of the transfer of any Jordan Shares specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such Jordan Shares in its records as the absolute owner and holder of such Jordan Shares for all purposes.

6.4 Entire Agreement. This Agreement, the exhibits and schedules hereto, the Related Agreements and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable for or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein.

6.5 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.6 Amendment and Waiver. This Agreement may be amended or modified, and the obligations of the Company and the rights of Purchaser under the Agreement may be waived, only upon the written consent of the Company and Purchaser.

6.7 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or non-compliance by another party under this Agreement, the Related Agreements or the Restated Articles, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or non-compliance, or any acquiescence therein, or of or in any similar breach, default or non-compliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or non-compliance

under this Agreement, the Related Agreements or under the Restated Articles or any waiver on such party's part of any provisions or conditions of the Agreement, the Related Agreements, or the Restated Articles must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, the Related Agreements, the Restated Articles, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

6.8 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) three days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company and to Purchaser at their respective addresses set forth on the signature page or at such other address or electronic mail address as the Company or Purchaser may designate by 10 days' advance written notice to the other party hereto.

6.9 **Expenses.** Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Agreement provided, however, that the Company shall, at the Closing, reimburse or credit Purchaser \$7500.00 in Purchaser's legal fees from the Purchase Price paid by Purchaser hereunder.

6.10 **Costs and Attorneys' Fees.** In the event that any action, suit or other proceeding is instituted based upon or arising out of this Agreement or the matters contemplated herein or any other matter relating to the equity interests of the Purchaser in the Company (whether based on breach of contract, tort, breach of duty or any other theory), the prevailing party shall recover all of such party's costs (including, but not limited to expert witness costs) and reasonable attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

6.11 **Titles and Subtitles.** The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

6.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

6.13 **Broker's Fees.** Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this Section 6.14 being untrue.

6.14 **California Corporate Securities Law.** THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION OR IN THE ABSENCE OF AN EXEMPTION FROM SUCH QUALIFICATION IS UNLAWFUL. PRIOR TO ACCEPTANCE OF SUCH CONSIDERATION BY THE COMPANY, THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION FROM SUCH QUALIFICATION BEING AVAILABLE.

In Witness Whereof, the parties hereto have executed the Series A Preferred Stock Purchase Agreement as of the date set forth in the first paragraph hereof.

For "Company"

As "Purchaser"

Signed: J. Landon Long 05.23.18
Landon Long - CEO - Icon Holdings Inc.

Signed: Kylae Jordan 5/24/18
Kylae Jordan

Address: 35560 RIBERA CT

Address: 900 E 1ST ST APT 210

City: FREMONT

City: Los Angeles

State: CA ZIP: 94536

State: CA ZIP: 90012

JL 05.23.18

The following Schedules & Exhibits shall be attached and included herein to serve as appropriate disclosure(s) of material information relevant to this Stock Purchase Agreement

Schedules.

Schedule 3.2
Chart of Business Entities

Schedule 3.6
Disclosed Liabilities

Schedule 3.8
Disclosure of Loan Agreement w/ Family Member

Exhibits.

Exhibit A
Fully Diluted Capitalization Table

Exhibit B
Restated Articles of Incorporation

Exhibit C
Investor Rights Agreement

Exhibit D
Consulting Agreement

Exhibit E
Equity Incentive Plan

Exhibit F
Luther Lease Agreement w/ Purchase Option

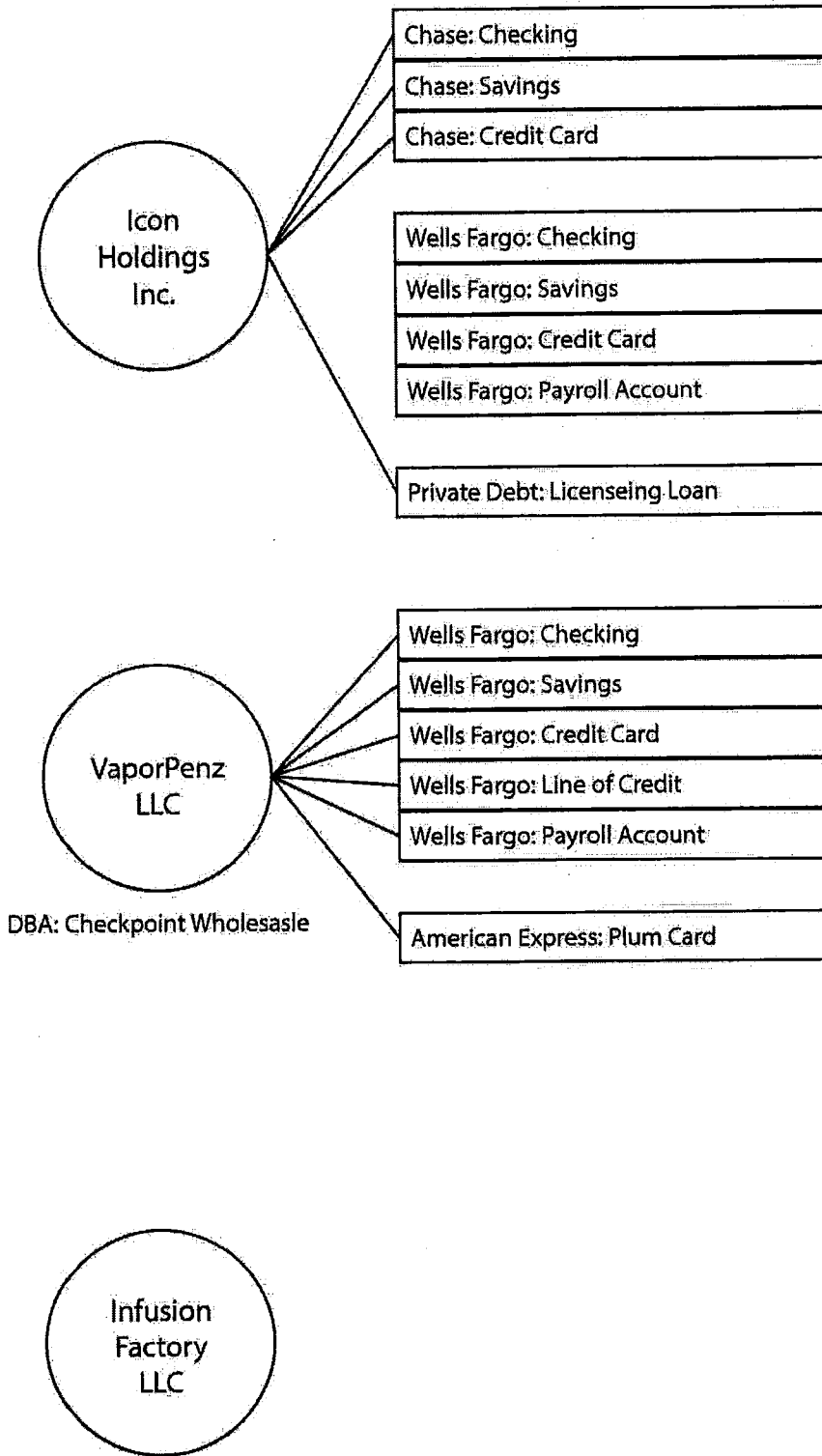
Exhibit G
Cannabis Business Disclosure w/ Licenses

Exhibit H
Icon Holdings Inc. Management Agreement with Infusion Factory LLC

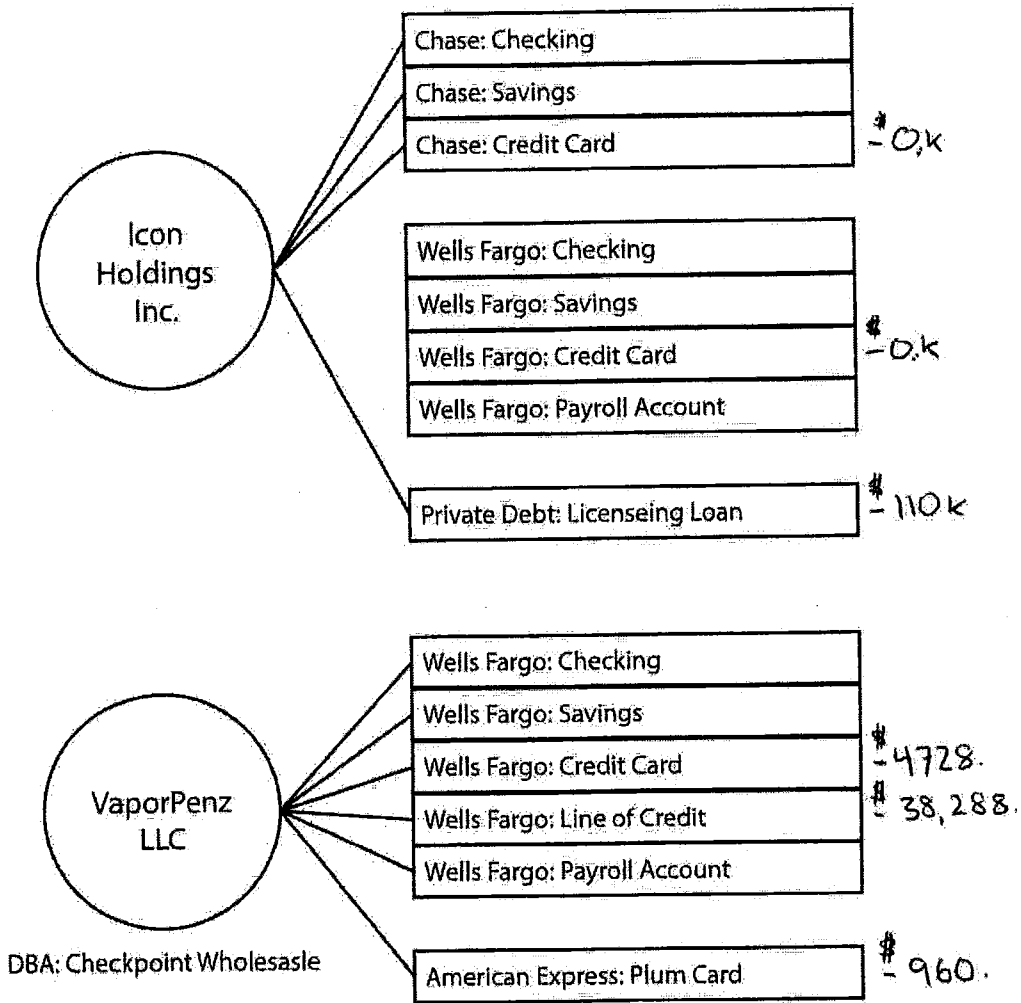
Exhibit I
CA SoS - Dissolution of Mutual Benefit Companies

Exhibit J
CA SoS - Statement of Information for Icon Holdings Inc, VaporPenz LLC and Infusion Factory LLC.

SCHEDULE 3.2
CHART of BUSINESS ENTITIES and ACCOUNTS

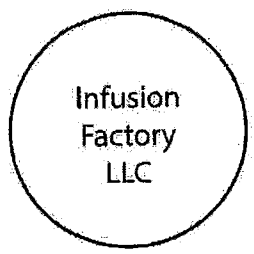


CURRENT LIABILITIES - SCHEDULE 3.6



$$\$43,976 + \$110,000 = \$153,976 \text{ } \times \times$$

AS OF 05.23.2018



Gm 05.23.18

PROMISSORY NOTE

Alameda County, California

December 25th 2017

\$110,000.00

FOR VALUE RECEIVED, Landon Long or Business Entity Assignee (Icon Holdings, Inc, Infusion Factory LLC, et.al), ("Borrower(s)") promises to pay to the order of Daniel C Long or Assignee ("Lender") the principal sum of One Hundred and Ten Thousand Dollars (\$110,000), or so much thereof as may be disbursed to, in consecutive monthly installments each payable on the 15th of each month commencing on a date designated by the Lender.


INTEREST & PRINCIPAL: The unpaid principal of this line of credit shall bear simple interest at the rate of Ten percent (10%) per annum, but not to exceed the maximum amount of interest permitted by the Laws of the State of California. Interest shall be calculated based on the principal balance as may be adjusted from time to time to reflect additional advances made hereunder. Interest on the unpaid balance of this Note shall accrue monthly but shall not be due and payable until such time as when the principal balance of this Note becomes due and payable.

BORROWER'S PRE-PAYMENT AND ASSIGNMENT RIGHTS: Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty. Any partial prepayment shall be applied first to unpaid accrued interest and the balance, if any, shall be applied to the then last maturing installment or installments of principal. The borrowed shall have the irrevocable right to transfer or otherwise assign this debt note to another associated entity or individual as prescribed by the Borrower. This shall specifically include this notes conversion to the company debt by Infusion Factory LLC, Icon Holdings Inc or similarly managed entity for which the intent of this loan is being procured.

PAYMENT TERMS: This Note is due and payable in monthly payments, the minimum of which shall consist of unpaid interest on the principal balance. Interest shall commence upon signing of this agreement and continue until the balance of this note is paid in full. The first payments shall be due and payable on a date prescribed by the Lender with a like installment payment being due and payable on the same day of each succeeding month thereafter until the total principal plus interest is paid in full.

DEFAULT: The Borrower shall be in default of this Note on the occurrence of any of the following events: (i) the Borrower shall fail to meet its obligation to make the required principal or interest payments hereunder. (ii) the Borrower shall be dissolved or liquidated; (iii) the Borrower shall make an assignment for the benefit of creditors or shall be unable to, or shall admit in writing their inability to pay their debts as they become due; (iv) the Borrower shall commence any case, proceeding, or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, or any such action shall be commenced against the undersigned; (v) the Borrower shall suffer a receiver to be appointed for it or for any of its property or shall suffer a garnishment, attachment, levy or execution.

REMEDIES: Upon default of this Note and the default continues after Lender gives Borrower written notice of the default, and the time within which it must be cured, but no less than five (5)

LL:  DL: _____

12.25.2017

unenforceability shall not affect any other provision of this Line of Credit Agreement or the Note, and this Line of Credit Agreement and the Note shall be construed as if such invalid, illegal or unenforceable provision had never been in therein.

ACTS PROHIBITED UNDER LAW: Notwithstanding anything herein contained to the contrary, Lender will not be required to make any disbursement or perform any other act under this Line of Credit Agreement if, as a result thereof, Lender will violate any law, statute, ordinance, rule, regulation or judicial decision applicable thereto. Lender shall use its reasonable efforts to promptly notify Borrower of Lender's inability to make such disbursement or perform such act due to such violation.

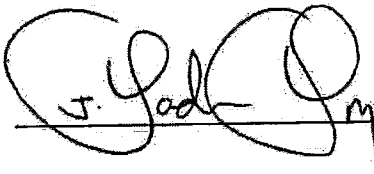
COUNTERPARTS: This Line of Credit Agreement and Note may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same agreement.

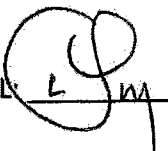
Borrower is responsible for all obligations represented by this Note. IN WITNESS WHEREOF, the undersigned has duly executed this PROMISSORY INSTALLMENT NOTE.

EXECUTED this 25th day of December 2017

Daniel C Long

J. Landon Long Et. Al

 12.25.17

 DL: _____

12.25.2017

Management Services and Consulting Agreement

This agreement is entered into on 01.01.2018, by and between Icon Holdings, Inc., a corporation duly organized under the laws of the State of California corporation ("**Manager**"), Infusion Factory, LLC, a limited liability company duly organized under the laws of the State of California ("**Company**"). In consideration of the mutual promises made in this Agreement, agree as follows:

WHEREAS, Company is a California limited liability company operating in accordance with California law, including the Medical and Adult Use Cannabis Regulation and Safety Act (MAUCRSA),

WHEREAS, Manager is a supplier of valuable services that would aid in the exercise of Company's business activities,

WHEREAS, Manager is engaged in the business of, among other things, providing certain administrative, operational, advisory, management, consulting, and training services to third parties to facilitate business,

NOW THEREFORE, in consideration of the foregoing premises and conditions set forth below, the parties hereto enter into a management services agreement as follows:

ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.1. Services. Manager will provide management consulting services for Company, including analysis, design services, banking, financial management, documentation, and any other related services necessary to fulfill Company's operational requirements.

Section 1.2. Compensation. Company will provide Manager with compensation for services and reimbursement for product costs and business expenses as specified in Article 3 and Exhibits A through C of this Agreement.

Section 1.3. Scope of Agreement. Manager accepts this engagement. Manager will devote the time called for in this Agreement only at the time or times and only at the place or places as may be mutually arranged between the Manager and Company. Manager will use Manager's best efforts to accomplish goals identified by Company during the term of this Agreement.

Section 1.4. Prior Commitments. Company acknowledges that Manager may have other confidentiality commitments. Company will not require Manager to perform tasks which might reasonably result in Manager's breach of any confidentiality commitment. Manager further acknowledges that Manager has no existing obligations to any third party, as employee, consultant, or otherwise, that would conflict with, or restrict Manager's ability to fulfill any of Manager's commitments or obligations under this Agreement. Company acknowledges and consents to Manager providing

services substantially similar to those described in this agreement to other similarly situated Companies.

Section 1.5 Exclusive Engagement. This is an exclusive Management Agreement for the Company in the area of management services, as defined by this Agreement. Company agrees not to accept or participate in any other management or consulting arrangement that contemplates the scope of work to be provided by the Manager.

ARTICLE 2. TERM OF AGREEMENT

Section 2.1. Duration. This Agreement is entered into on the date hereof, shall take effect immediately, and shall remain in effect for a period of five (5) years, renewing annually unless terminated by operation of section 2.2 or such time as the parties decide to terminate it, or otherwise agreed to in writing by both parties. The parties may negotiate the terms and conditions of a new agreement for subsequent terms.

Section 2.2. Mutual Termination. The parties may mutually agree to terminate this agreement if:

- (a) A party is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within thirty (30) days of written notice from the other Party so to do, subject to Article 9 of this Agreement;
- (b) A voluntary arrangement is approved by both Parties; or
- (c) A bankruptcy or an administration order is made, or a receiver or administrative receiver is appointed over any of either Party's assets or an undertaking, or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver, or administrator or to present a winding-up petition or make a winding-up order with respect to either Party.

ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.1. Rates and Fees. The Company shall pay for the services provided by Manager in accordance with the rates and fees as described in the attached Exhibits A through C.

Section 3.2. Reimbursement. In addition to the compensation specified in Exhibits A through C, Manager will be reimbursed for materials and supplies as well as all actual reasonable expenses authorized by Company related to the Management Services provided for herein, including travel, meals and lodging; and when needed by Manager and authorized in advance and in writing by Company, the cost of ancillary services to others, such as professional and technical personnel, or clerical help. Expenses incurred by Manager will be reimbursed by the Company on a monthly basis upon receipt of Manager's written request.

Section 3.3. Expenditures. Each expenditure referred to in Section 3.2 will be reimbursable only if Manager furnishes to Company adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure as an income tax deduction within ninety (90) days.

Section 3.4. Payment. Payment of all services will be made on a monthly basis upon receipt of Manager's written request. Payments must be made in United States dollars. Acceptable methods of payment include checks, bank wire, digital transfers or cash, with any other form of payment requiring the Manager's prior written approval.

ARTICLE 4. AGENCY

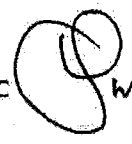
Section 4.1 Relationship. It is understood and agreed that the Manager is an independent contractor in respect to Manager's relationship to Company, and that Manager is not and should not be considered an agent or employee of the Company for any purpose. Manager agrees not to represent itself as an agent or employee of the Company at any time. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture, or of employer and employee between Company and Manager.

ARTICLE 5. INDEPENDENT CONTRACTOR STATUS

Section 5.1. Independent Contractor. Manager will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement Manager is not in any way acting as an employee of Company, and Manager will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made pursuant to the terms of this Agreement.

Section 5.2. Liability. As an independent contractor, Manager agrees that Company has no obligation under the state or federal laws regarding employee liability, and that Company's total commitment and liability under this arrangement is the performance and the fees limited as described in Article 3 and Exhibits A through C.

Section 5.3. Taxes. Manager shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Manager's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Company on behalf of the Manager or his/her/its employees. Manager understands that he/she/it is responsible to pay, according to law, Manager's taxes and Manager shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid.



Section 5.4. Benefits. Manager and Manager's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Company. No workers' compensation insurance shall be obtained by the Company covering Manager or Manager's employees unless required to do so by law or regulation.

ARTICLE 6. CONFIDENTIALITY

Section 6.1. Confidential Information. Manager understands that much of the information to be obtained in performing this Agreement, including, but not limited to, information regarding the Company's present or proposed business, operations and ownership, is and/or will be confidential and proprietary information. Manager agrees that they will maintain the confidentiality of such information and will not use or disclose such information to others without the written consent of the Company, except when such use or disclosure is required by binding order of a court of governmental agency, in which case Manager shall notify and cooperate with the Company in obtaining a protective order (or other assurance of confidential treatment) and in limiting the extent of confidential information disclosed. Information which is generally known in the industry or to the public or which has been disclosed to Manager by third parties who had a right to do so shall not be deemed confidential or proprietary information for these purposes.

ARTICLE 7. INDEMNIFICATION; INJUNCTIVE RELIEF

Section 7.1. Indemnification of Manager. Company will indemnify and hold Manager harmless from all liability for loss, damage, or injury to persons or property resulting from the negligence or misconduct of Company, including any damages and/or injuries which may be incurred by Company or Manager by virtue of defective design, material or workmanship in any goods or services furnished by Company under this Agreement.

Section 7.2. Willful Misconduct. Company will not relieve Manager from liability caused by the willful misconduct or sole negligence of Manager, its offices, agents, or servants.

Section 7.3. Indemnification of Company. Manager agrees to indemnify Company against all federal, state, and local tax liability (including penalties and interest) which may result from any federal, state, or local tax audit (including, but not limited to, income, social security, disability, and unemployment taxes) that deems any agent of Manager to be an employee rather than an independent contractor of Company.

Section 7.4. Injunctive Relief. Company represents and agrees that the services to be performed under the terms of this contract are of a special, unique, unusual, extraordinary, and

intellectual character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Company therefore expressly agrees that Manager, in addition to any other rights or remedies that Manager may possess, will be entitled to injunctive and other equitable relief to prevent or remedy a breach of this contract by Company.

ARTICLE 8. ETHICAL CONDUCT; RECORD KEEPING

Section 8.1. Compliance. Company's policy requires legal and ethical conduct in all its activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of Manager's billings, supporting documentation, and other information rendered to Company become the basis for Company's further recording and reporting, both internally and externally. Manager is not expected or authorized to take any action on Company's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

ARTICLE 9. TERMINATION

Section 9.1. Sale. This Agreement will terminate automatically on the sale of either party.

Section 9.2. Material Breach. If either party defaults in the performance of this Agreement by virtue of a material breach of any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party, subject to the right to cure in Article 3 and Section 9.5. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to pay Manager any compensation due within thirty (30) days after written demand for payment.
- (b) Manager's failure to complete the services specified in Article 1.
- (c) Company's failure to comply with all applicable state and local laws.

Section 9.3. Responsibility upon Termination. Any equipment or information provided by the Company to the Manager in connection with or furtherance of Manager's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall immediately upon termination of this Agreement, be returned to the Company.

Section 9.4. Survival. The provisions of Articles 6, 7, 9 and 11 shall survive the termination of this Agreement and remain in full force and effect thereafter.

Section 9.5 Notice and Opportunity to Cure. Notwithstanding any other provision of this Article

9, in order to terminate this Agreement for a material breach, (i) each party shall first give the other party written notice stating with reasonable specificity the basis of termination within ninety (90) days of the first occurrence of the event giving rise to termination, (ii) give the breaching party a period of ninety (90) days to cure or remedy the problem, unless such problem cannot be cured or remedied within ninety (90) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional ninety (90) days), and (iii) terminate this Agreement within thirty (30) days following the expiration of such cure period.

ARTICLE 10. EFFECT OF MERGER, TRANSFER OF ASSETS, OR DISSOLUTION OF COMPANY

Section 10.1 Dissolution. Manager shall have the option to terminate this Agreement in the event of any voluntary or involuntary dissolution of Company resulting from either a merger or consolidation in which Company is not the consolidated or surviving corporation, or a transfer of all or substantially all of the assets of Company. Should Manager elect to terminate this Agreement in the event of such dissolution, merger, transfer or consolidation, such election shall be made in writing within thirty (30) days of the dissolution, merger, transfer or consolidation.

Section 10.2. Assignment. In the event of any such merger or consolidation or transfer of assets after which this agreement remains in force, Company's rights, benefits, and obligations hereunder are assigned to the surviving or resulting corporation or the transferee of Company's assets.

ARTICLE 11. GENERAL PROVISIONS

Section 11.1 Dispute Resolution. Any controversy between Company and Manager involving the construction or application of any of the terms, provisions, or conditions of this Agreement will, on the written request of either party served on the other, be submitted to arbitration. Arbitration will comply with and be governed by the provisions of the California Arbitration Act. Company and Manager will each appoint one person to hear and determine the dispute. If the two persons so appointed are unable to agree, then those persons will select a third impartial arbitrator whose decision will be final and conclusive upon both parties. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

Section 11.2. Legal Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled; provided however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. This provision will be construed as applicable to the entire contract.

Section 11.3. Complete Agreement. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between Manager and Company with respect to the engagement of Manager by Company and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 11.4. Modification. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 11.5. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 11.6. Severability. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

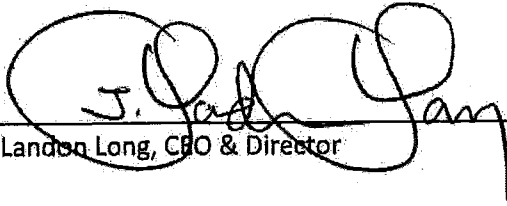
Section 11.7. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws (and not the laws of conflict) of the State of California.

<signature page follows>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date of this Agreement.

MANAGER:

Icon Holdings, Inc.:

By:  _____ Dated: 01-01-18

Landon Long, CEO & Director

COMPANY:

Infusion Factory Inc.

By:  _____ Dated: 01-01-18

Landon Long, CEO & Director

EXHIBIT A

COMPENSATION AND SCOPE OF WORK

Section 1.1 Management Services. In accordance with this Agreement, the management services provided shall include analysis, design services, banking, bookkeeping, documentation, and any other related services necessary to fulfill Company's operational requirements. The services shall also include procurement services, leasing services, and licensing services.

Section 1.2 Compensation. The Company shall pay to the Manager, as good and valuable consideration for Manager's services, rendered on behalf of the Company, the total sums for each of the aforementioned services identified herein:

a. \$ TBD per month for management consulting services; TBD On/Before July 1st, 2018, payments may be deferred until July 1st 2018 and shall be retroactive to January 1st 2018.

b. The cost of procurement services actually incurred, such cost schedule to be reviewed and approved by Company and Manager annually in December prior to the Company's year-end, such schedule applicable to the Company's current financial year being set forth in Exhibit B to this Agreement and incorporated herein by reference, as amended from time to time;

c. Leasing fees as set forth in a fee schedule based on equipment and/or structure(s) as procured, such schedule being set forth in Exhibit C to this Agreement and incorporated herein by reference, as amended from time to time.


 01.01.18

EXHIBIT B

PROCUREMENT COST SCHEDULE

TBD —


 01.01.18

EXHIBIT C

LEASING FEE SCHEDULE

TBD —

 —
01.01.18

Membership Interest Purchase Agreement for VaporPenz LLC

This Membership Interest Purchase Agreement (this "**Purchase Agreement**") is entered into as of 01.01.2018 (the "**Effective Date**"), by and between Dan Long, an individual, and Linda Long, an individual (collectively, "**Seller**"), and Icon Holdings Inc., a California Corporation ("**Purchaser**") for the acquisition of membership interests in VaporPenz LLC. Seller or Purchaser may hereinafter be singularly referred to as "**Party**" or collectively referred to as the "**Parties**."

Article I. Recitals.

WHEREAS, Seller is an individual holding a forty percent (40%) membership interest (the "**Membership Interest**") in VaporPenz, LLC, a limited liability company duly organized under the laws of the state of California ("**VaporPenz**");

WHEREAS, Seller and Purchaser mutually desire for Purchaser to own the totality of the outstanding membership interests of VaporPenz;

NOW, THEREFORE, in consideration of the covenants and obligations recited herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article II. Purchase and Sale of Membership Interest.

Section II.01 Purchase and Sale. Subject to the terms and conditions of this Purchase Agreement and the identical agreements executed by and between Purchaser and VaporPenz's other members (the "**Transaction Documents**"), Purchaser agrees purchase from Seller, and Seller agrees to sell to Purchaser, the Membership Interest.

Section II.02 Purchase Price. In exchange for the Membership Interest, Purchaser shall pay a total of One Hundred dollars (\$100.00). Proceeds shall be distributed in an pro-rata manner consistent with the members ownership stake in the company (the "**Membership Interest Purchase Price**") Payment of the Purchase Price may be deferred up to 6 months from the date of the Purchase.

Section II.03 Closing. At the closing, Seller will deliver to Purchaser the Assignment of Membership Interest in the form attached hereto as Exhibit A and incorporated herein by reference, and Purchaser will deliver to Seller the Membership Interest Purchase Price.

Section II.04 Repurchase Right. In the event that Purchaser is found to have violated the terms of this Purchase Agreement or the Transaction Documents, in the event that Purchaser is found to have violated the Operating Agreement of VaporPenz, or in the event Purchaser attempts to sell any or all of the Membership Interest, Seller shall have the right to reacquire the Membership Interest at terms no less favorable than offered by Purchaser to prospective purchasers of the Membership Interest or their fair market value (as appropriate).

Section II.05 Restrictive Legends. Any Membership Interest certificate or, in the case of uncertificated securities, any notice of issuance, for the Membership Interest, shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT AMONG THE COMPANY'S MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) (1) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER, AND (B) PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA.

Article III. Representations and Warranties of Seller.

Section III.01 Authority. All necessary actions have been taken to authorize Seller to execute this Purchase Agreement and the Transaction Documents and perform Seller's obligations hereunder. Seller's authorization, execution, delivery and performance of this Purchase Agreement do not conflict with or violate any law applicable to Seller or any other agreement or arrangement to which Seller is a party or by which Seller is bound.

Article IV. Representations and Warranties of Purchaser.

Section IV.01 Authority. Purchaser has the capacity to execute, deliver and perform their obligations under this Purchase Agreement. This Purchase Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against him in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other laws, rules and regulations and principles of equity affecting creditors' rights and remedies generally. Other than such actions as are expressly required by this Purchase Agreement, no further action on the part of Purchaser or any other person is or will be required in order to transfer and assign all of the Membership Interest.

Section IV.02 No Conflict. Neither the execution and delivery of this Purchase Agreement by Purchaser, nor the performance by Purchaser of his obligations hereunder: (i) will violate, conflict with or result in a breach of any applicable law or duty, including without limitation, tort duties; (ii) infringe, misappropriate, or otherwise violate any proprietary interest of any third party, including, without limitation, intellectual property interests; or (iii) breach or terminate any contractual right or interest of any third party, or give any individual or entity any additional rights or compensation under, or the right to terminate or accelerate, or constitute (with notice or lapse of time, or both) a default under the terms of any note, deed, lease, indenture, security agreement, mortgage, commitment, contract, covenant, agreement, license or other instrument or oral understanding to which Purchaser is a party or by which Purchaser is bound.

Section IV.03 Investment. In connection with the purchase of the Membership Interest, Purchaser represents to the Company the following:

- (a) Purchaser is aware of the Company's business affairs and financial condition and has

acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Membership Interest. Purchaser is purchasing the Membership Interest for investment for Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act or under any applicable provision of state law. Purchaser does not have any present intention to transfer the Membership Interest to any other person or entity.

(b) Purchaser understands that the Membership Interest have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

(c) Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Company is under no obligation to register the securities.

(d) Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Company provides no assurances as to whether he or she will be able to resell any or all of the Membership Interest pursuant to Rule 144, which rule requires, among other things, that the Company be subject to the reporting requirements of the Exchange Act, that resales of securities take place only after the holder of the Membership Interest has held the Membership Interest for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this Section 5(d), Purchaser acknowledges and agrees to the restrictions set forth in Section 5(e) below.

(e) Purchaser further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

(f) Purchaser represents that Purchaser is not subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (attached hereto as Annex I).

(g) Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Membership Interest. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Membership Interest and that Purchaser is not relying on the Company for any tax advice.

Article V. Limitations on Transfer. Purchaser shall not assign, encumber or dispose of any interest in the Membership Interest except to the extent permitted by, and in compliance with, the provisions below and applicable federal and state laws.

Article VI. Miscellaneous.

Section VI.01 Amendment. This Purchase Agreement may be amended by mutual agreement of the Parties. Any such amendment must be by an instrument in writing signed on behalf of each of the Parties and attached as an exhibit hereto.

Section VI.02 Extension; Waiver. At any time prior to the termination of this Purchase Agreement, the Parties, by action taken or authorized by their respective managers, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other Party, or (ii) waive any representations and warranties contained herein or in any document delivered pursuant hereto. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of that Party.

Section VI.03 Survival and Termination. The representations and warranties of the Parties hereto contained in this Purchase Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the termination of this Purchase Agreement until one (1) year after the termination.

Section VI.04 Interpretation. When a reference is made in this Purchase Agreement to Sections, such reference shall be to a Section of this Purchase Agreement unless otherwise indicated. The headings contained in this Purchase Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Purchase Agreement. Whenever the words "include", "includes" or "including" are used in this Purchase Agreement, they shall be deemed to be followed by the words "without limitation."

Section VI.05 Counterparts. This Purchase Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Purchase Agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

Section VI.06 Entire Agreement. This Purchase Agreement (and the documents and instruments referred to herein) constitutes the entire Purchase Agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, and is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

Section VI.07 No Third Party Beneficiaries. No person other than the Parties themselves has any rights or remedies under this Purchase Agreement.

Section VI.08 Governing Law. This Purchase Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

Section VI.09 Assignment. Neither this Purchase Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Parties. Subject to the preceding sentence,

this Purchase Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section VI.10 Severability. If any term or other provision of this Purchase Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Purchase Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Purchase Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section VI.11 Confidentiality. During the Term of this Purchase Agreement and for a period of sixty (60) days thereafter, both Parties shall use their best efforts consistent with good business policy and no less than commercially reasonable care to protect the confidentiality of: (i) all terms and conditions of this Purchase Agreement; (ii) information regarding the subject matter of this Purchase Agreement that is written information; (iii) information, which by its very nature, ought to be known and treated as confidential; (iv) information that is reduced to writing and labeled as confidential; and (v) any and all personally identifiable information of a consumer which the Parties may acquire (collectively "**Confidential Information**"). Furthermore, both Parties agree to use Confidential Information of the disclosing party only for the sole purposes related to performance of this Purchase Agreement and to inform all of their employees and agents that have access to the Confidential Information of the strictly confidential nature of the information and of the terms of this Purchase Agreement. All Confidential Information remains the exclusive property of the disclosing party and no license or other agreement to such Confidential Information is granted or implied hereby except as expressly provided herein. Upon the expiration or termination of this Purchase Agreement, any Confidential Information shall be returned to the disclosing party, or destroyed pursuant to the disclosing party's instructions, and the non-disclosing party shall cease use of any Confidential Information. In the event either of the Parties determines that return or destruction of the Confidential Information is infeasible or impossible, the non-disclosing party shall continue to extend the protections of this Purchase Agreement to such Confidential Information and limit further uses and disclosures of such Confidential Information that make the return or destruction infeasible, for so long as the non-disclosing Party maintains such Confidential Information.

Section VI.12 Arbitration. Any controversy between the Parties involving the construction or application of any of the terms, provisions, validity, termination, or conditions of this Purchase Agreement shall be submitted to arbitration. Arbitration will comply with and be governed by the provisions of the California Arbitration Act. The Parties will each appoint one person to hear and determine the dispute. If the two persons so appointed are unable to agree, then those persons will select a third impartial arbitrator whose decision will be final and conclusive upon both parties. Each party shall bear all costs and expenses incurred in arbitration. The existence and content of the arbitral proceedings and any rulings or award shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration. This arbitration Purchase Agreement is binding upon each of the Parties, their principals, successors, assigns and affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be duly executed by their duly authorized representatives as of the date of this Purchase Agreement.

Seller

Dan Long - Member
VaporPenz LLC

Date 01.01.2018

Seller

Linda Long - Member
VaporPenz LLC

Date 01.01.2018

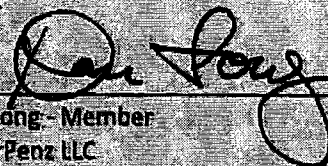
Purchaser

Landon Long - Chairman & CEO
Icon Holdings Inc.

Date 01.01.2018

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be duly executed by their duly authorized representatives as of the date of this Purchase Agreement.


Seller



Dan Long - Member
VaporPenz LLC

1-01-18
Date 01.01.2018


Seller



Linda Long - Member
VaporPenz LLC

1-1-18
Date 01.01.2018

Purchaser



Landon Long - Chairman & CEO
Icom Holdings Inc.

01.01.18
Date 01.01.2018

**Exhibit A to Membership Interest Purchase Agreement
Assignment of Membership Interest**

This Assignment of Membership Interest (this "Assignment") is executed and made effective as of 01.01.2018, by Landon Long, Member of VaporPenz LLC ("Assignor"), for the benefit of Icon Holdings Inc., a corporation duly organized under the laws of the State of California ("Assignee").

WHEREAS, Assignors collectively hold a forty percent (40%) membership interest (the "Membership Interest") in VaporPenz, LLC ("VaporPenz"), a limited liability company duly organized under the laws of the State of California;

WHEREAS, pursuant to the Membership Interest Purchase Agreement (the "Purchase Agreement") entered into by and between Assignor and Assignee on 01.01.18, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the Membership Interest for a combined sum of one hundred (\$100.00) (the "Purchase Price") in accordance with the terms set forth therein;

WHEREAS, Assignee shall use up to fifty thousand dollars (\$50,000) of a potential Purchase Price Payment to pay all outstanding debts and notes, with the remaining proceeds being distributed to the Assignors in a prorata manner. The net proceeds to the Assignee(s) shall be close to or equivalent to zero dollars after debts are satisfied. Payment of the Purchase Price may be deferred up to 6 months from the date of the Purchase.

NOW, THEREFORE, in consideration of the covenants and obligations recited in the Purchase Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Article I. **Assignment.** Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Membership Interest. This Assignment will be binding upon Assignor and will inure to the benefit of Assignee, and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representatives as of the date of this Assignment.



Dan Long
VaporPenz, LLC Member

1-01-18
Date 01.01.2018



Linda Long
VaporPenz, LLC Member

1-01-18
Date 01.01.2018

Membership Interest Purchase Agreement for VaporPenz LLC

This Membership Interest Purchase Agreement (this "**Purchase Agreement**") is entered into as of 01.01.2018 (the "**Effective Date**"), by and between Landon Long, an individual ("**Seller**"), and Icon Holdings Inc., a California Corporation ("**Purchaser**") for the acquisition of membership interests in VaporPenz LLC. Seller or Purchaser may hereinafter be singularly referred to as "**Party**" or collectively referred to as the "**Parties.**"

Article I. Recitals.

WHEREAS, Seller is an individual holding a fifty-five percent (55%) membership interest (the "**Membership Interest**") in VaporPenz, LLC, a limited liability company duly organized under the laws of the state of California ("**VaporPenz**");

WHEREAS, Seller and Purchaser mutually desire for Purchaser to own the totality of the outstanding membership interests of VaporPenz;

NOW, THEREFORE, in consideration of the covenants and obligations recited herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article II. Purchase and Sale of Membership Interest.

Section II.01 Purchase and Sale. Subject to the terms and conditions of this Purchase Agreement and the identical agreements executed by and between Purchaser and VaporPenz's other members (the "**Transaction Documents**"), Purchaser agrees purchase from Seller, and Seller agrees to sell to Purchaser, the Membership Interest.

Section II.02 Purchase Price. In exchange for the Membership Interest, Purchaser shall pay a total of One Hundred dollars (\$100.00). Proceeds shall be distributed in an pro-rata manner consistent with the members ownership stake in the company (the "**Membership Interest Purchase Price**") Payment of the Purchase Price may be deferred up to 6 months from the date of the Purchase.

Section II.03 Closing. At the closing, Seller will deliver to Purchaser the Assignment of Membership Interest in the form attached hereto as Exhibit A and incorporated herein by reference, and Purchaser will deliver to Seller the Membership Interest Purchase Price.

Section II.04 Repurchase Right. In the event that Purchaser is found to have violated the terms of this Purchase Agreement or the Transaction Documents, in the event that Purchaser is found to have violated the Operating Agreement of VaporPenz, or in the event Purchaser attempts to sell any or all of the Membership Interest, Seller shall have the right to reacquire the Membership Interest at terms no less favorable than offered by Purchaser to prospective purchasers of the Membership Interest or their fair market value (as appropriate).

Section II.05 Restrictive Legends. Any Membership Interest certificate or, in the case of uncertificated securities, any notice of issuance, for the Membership Interest, shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT AMONG THE COMPANY'S MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) (1) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER, AND (B) PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA.

Article III. Representations and Warranties of Seller.

Section III.01 Authority. All necessary actions have been taken to authorize Seller to execute this Purchase Agreement and the Transaction Documents and perform Seller's obligations hereunder. Seller's authorization, execution, delivery and performance of this Purchase Agreement do not conflict with or violate any law applicable to Seller or any other agreement or arrangement to which Seller is a party or by which Seller is bound.

Article IV. Representations and Warranties of Purchaser.

Section IV.01 Authority. Purchaser has the capacity to execute, deliver and perform their obligations under this Purchase Agreement. This Purchase Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against him in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other laws, rules and regulations and principles of equity affecting creditors' rights and remedies generally. Other than such actions as are expressly required by this Purchase Agreement, no further action on the part of Purchaser or any other person is or will be required in order to transfer and assign all of the Membership Interest.

Section IV.02 No Conflict. Neither the execution and delivery of this Purchase Agreement by Purchaser, nor the performance by Purchaser of his obligations hereunder: (i) will violate, conflict with or result in a breach of any applicable law or duty, including without limitation, tort duties; (ii) infringe, misappropriate, or otherwise violate any proprietary interest of any third party, including, without limitation, intellectual property interests; or (iii) breach or terminate any contractual right or interest of any third party, or give any individual or entity any additional rights or compensation under, or the right to terminate or accelerate, or constitute (with notice or lapse of time, or both) a default under the terms of any note, deed, lease, indenture, security agreement, mortgage, commitment, contract, covenant, agreement, license or other instrument or oral understanding to which Purchaser is a party or by which Purchaser is bound.

Section IV.03 Investment. In connection with the purchase of the Membership Interest, Purchaser represents to the Company the following:

- (a) Purchaser is aware of the Company's business affairs and financial condition and has

acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Membership Interest. Purchaser is purchasing the Membership Interest for investment for Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act or under any applicable provision of state law. Purchaser does not have any present intention to transfer the Membership Interest to any other person or entity.

(b) Purchaser understands that the Membership Interest have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

(c) Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Company is under no obligation to register the securities.

(d) Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Company provides no assurances as to whether he or she will be able to resell any or all of the Membership Interest pursuant to Rule 144, which rule requires, among other things, that the Company be subject to the reporting requirements of the Exchange Act, that resales of securities take place only after the holder of the Membership Interest has held the Membership Interest for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this Section 5(d), Purchaser acknowledges and agrees to the restrictions set forth in Section 5(e) below.

(e) Purchaser further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

(f) Purchaser represents that Purchaser is not subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (attached hereto as Annex I).

(g) Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Membership Interest. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Membership Interest and that Purchaser is not relying on the Company for any tax advice.

Article V. Limitations on Transfer. Purchaser shall not assign, encumber or dispose of any interest in the Membership Interest except to the extent permitted by, and in compliance with, the provisions below and applicable federal and state laws.

Article VI. Miscellaneous.

Section VI.01 Amendment. This Purchase Agreement may be amended by mutual agreement of the Parties. Any such amendment must be by an instrument in writing signed on behalf of each of the Parties and attached as an exhibit hereto.

Section VI.02 Extension; Waiver. At any time prior to the termination of this Purchase Agreement, the Parties, by action taken or authorized by their respective managers, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other Party, or (ii) waive any representations and warranties contained herein or in any document delivered pursuant hereto. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of that Party.

Section VI.03 Survival and Termination. The representations and warranties of the Parties hereto contained in this Purchase Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the termination of this Purchase Agreement until one (1) year after the termination.

Section VI.04 Interpretation. When a reference is made in this Purchase Agreement to Sections, such reference shall be to a Section of this Purchase Agreement unless otherwise indicated. The headings contained in this Purchase Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Purchase Agreement. Whenever the words "include", "includes" or "including" are used in this Purchase Agreement, they shall be deemed to be followed by the words "without limitation."

Section VI.05 Counterparts. This Purchase Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Purchase Agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

Section VI.06 Entire Agreement. This Purchase Agreement (and the documents and instruments referred to herein) constitutes the entire Purchase Agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, and is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

Section VI.07 No Third Party Beneficiaries. No person other than the Parties themselves has any rights or remedies under this Purchase Agreement.

Section VI.08 Governing Law. This Purchase Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

Section VI.09 Assignment. Neither this Purchase Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Parties. Subject to the preceding sentence,

this Purchase Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section VI.10 Severability. If any term or other provision of this Purchase Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Purchase Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Purchase Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section VI.11 Confidentiality. During the Term of this Purchase Agreement and for a period of sixty (60) days thereafter, both Parties shall use their best efforts consistent with good business policy and no less than commercially reasonable care to protect the confidentiality of: (i) all terms and conditions of this Purchase Agreement; (ii) information regarding the subject matter of this Purchase Agreement that is written information; (iii) information, which by its very nature, ought to be known and treated as confidential; (iv) information that is reduced to writing and labeled as confidential; and (v) any and all personally identifiable information of a consumer which the Parties may acquire (collectively "**Confidential Information**"). Furthermore, both Parties agree to use Confidential Information of the disclosing party only for the sole purposes related to performance of this Purchase Agreement and to inform all of their employees and agents that have access to the Confidential Information of the strictly confidential nature of the information and of the terms of this Purchase Agreement. All Confidential Information remains the exclusive property of the disclosing party and no license or other agreement to such Confidential Information is granted or implied hereby except as expressly provided herein. Upon the expiration or termination of this Purchase Agreement, any Confidential Information shall be returned to the disclosing party, or destroyed pursuant to the disclosing party's instructions, and the non-disclosing party shall cease use of any Confidential Information. In the event either of the Parties determines that return or destruction of the Confidential Information is infeasible or impossible, the non-disclosing party shall continue to extend the protections of this Purchase Agreement to such Confidential Information and limit further uses and disclosures of such Confidential Information that make the return or destruction infeasible, for so long as the non-disclosing Party maintains such Confidential Information.

Section VI.12 Arbitration. Any controversy between the Parties involving the construction or application of any of the terms, provisions, validity, termination, or conditions of this Purchase Agreement shall be submitted to arbitration. Arbitration will comply with and be governed by the provisions of the California Arbitration Act. The Parties will each appoint one person to hear and determine the dispute. If the two persons so appointed are unable to agree, then those persons will select a third impartial arbitrator whose decision will be final and conclusive upon both parties. Each party shall bear all costs and expenses incurred in arbitration. The existence and content of the arbitral proceedings and any rulings or award shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation or

presentation of a claim or defense in such arbitration. This arbitration Purchase Agreement is binding upon each of the Parties, their principals, successors, assigns and affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be duly executed by their duly authorized representatives as of the date of this Purchase Agreement.


Seller



Landon Long - Member
VaporPenz LLC

01.01.18
Date 01.01.2018

Purchaser



Landon Long - Chairman & CEO
Icon Holdings Inc.

01.01.18
Date 01.01.2018

**Exhibit A to Membership Interest Purchase Agreement
Assignment of Membership Interest**

This Assignment of Membership Interest (this "Assignment") is executed and made effective as of 01.01.2018, by Landon Long, Member of VaporPenz LLC ("Assignor"), for the benefit of Icon Holdings Inc., a corporation duly organized under the laws of the State of California ("Assignee").

WHEREAS, Assignor holds a fifty-five percent (55%) membership interest (the "Membership Interest") in VaporPenz, LLC ("VaporPenz"), a limited liability company duly organized under the laws of the State of California;

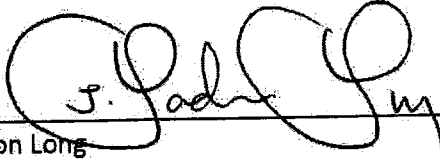
WHEREAS, pursuant to the Membership Interest Purchase Agreement (the "Purchase Agreement") entered into by and between Assignor and Assignee on 01.01.18, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the Membership Interest for a combined sum of one hundred (\$100.00) (the "Purchase Price") in accordance with the terms set forth therein;

WHEREAS, Assignee shall use up to fifty thousand dollars (\$50,000) of a potential Purchase Price Payment to pay all outstanding debts and notes, with the remaining proceeds being distributed to the Assignors in a prorata manner. The net proceeds to the Assignee(s) shall be close to or equivalent to zero dollars after debts are satisfied. Payment of the Purchase Price may be deferred up to 6 months from the date of the Purchase.

NOW, THEREFORE, in consideration of the covenants and obligations recited in the Purchase Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:


Article I. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Membership Interest. This Assignment will be binding upon Assignor and will inure to the benefit of Assignee, and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representatives as of the date of this Assignment.



Landon Long
VaporPenz, LLC Member

01.01.18
Date 01.01.2018

 01.01.18

Membership Interest Purchase Agreement for VaporPenz LLC

This Membership Interest Purchase Agreement (this "**Purchase Agreement**") is entered into as of 01.01.2018 (the "**Effective Date**"), by and between Marie Csech, an individual ("**Seller**"), and Icon Holdings Inc., a California Corporation ("**Purchaser**") for the acquisition of membership interests in VaporPenz LLC. Seller or Purchaser may hereinafter be singularly referred to as "**Party**" or collectively referred to as the "**Parties**."

Article I. Recitals.

WHEREAS, Seller is an individual holding a five percent (5%) membership interest (the "**Membership Interest**") in VaporPenz, LLC, a limited liability company duly organized under the laws of the state of California ("**VaporPenz**");

WHEREAS, Seller and Purchaser mutually desire for Purchaser to own the totality of the outstanding membership interests of VaporPenz;

NOW, THEREFORE, in consideration of the covenants and obligations recited herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article II. Purchase and Sale of Membership Interest.

Section II.01 Purchase and Sale. Subject to the terms and conditions of this Purchase Agreement and the identical agreements executed by and between Purchaser and VaporPenz's other members (the "**Transaction Documents**"), Purchaser agrees purchase from Seller, and Seller agrees to sell to Purchaser, the Membership Interest.

Section II.02 Purchase Price. In exchange for the Membership Interest, Purchaser shall pay a total of One Hundred dollars (\$100.00). Proceeds shall be distributed in an pro-rata manner consistent with the members ownership stake in the company (the "**Membership Interest Purchase Price**") Payment of the Purchase Price may be deferred up to 6 months from the date of the Purchase.

Section II.03 Closing. At the closing, Seller will deliver to Purchaser the Assignment of Membership Interest in the form attached hereto as Exhibit A and incorporated herein by reference, and Purchaser will deliver to Seller the Membership Interest Purchase Price.

Section II.04 Repurchase Right. In the event that Purchaser is found to have violated the terms of this Purchase Agreement or the Transaction Documents, in the event that Purchaser is found to have violated the Operating Agreement of VaporPenz, or in the event Purchaser attempts to sell any or all of the Membership Interest, Seller shall have the right to reacquire the Membership Interest at terms no less favorable than offered by Purchaser to prospective purchasers of the Membership Interest or their fair market value (as appropriate).

Section II.05 Restrictive Legends. Any Membership Interest certificate or, in the case of uncertificated securities, any notice of issuance, for the Membership Interest, shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT AMONG THE COMPANY'S MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) (1) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER, AND (B) PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA.

Article III. Representations and Warranties of Seller.

Section III.01 Authority. All necessary actions have been taken to authorize Seller to execute this Purchase Agreement and the Transaction Documents and perform Seller's obligations hereunder. Seller's authorization, execution, delivery and performance of this Purchase Agreement do not conflict with or violate any law applicable to Seller or any other agreement or arrangement to which Seller is a party or by which Seller is bound.

Article IV. Representations and Warranties of Purchaser.

Section IV.01 Authority. Purchaser has the capacity to execute, deliver and perform their obligations under this Purchase Agreement. This Purchase Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against him in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other laws, rules and regulations and principles of equity affecting creditors' rights and remedies generally. Other than such actions as are expressly required by this Purchase Agreement, no further action on the part of Purchaser or any other person is or will be required in order to transfer and assign all of the Membership Interest.

Section IV.02 No Conflict. Neither the execution and delivery of this Purchase Agreement by Purchaser, nor the performance by Purchaser of his obligations hereunder: (i) will violate, conflict with or result in a breach of any applicable law or duty, including without limitation, tort duties; (ii) infringe, misappropriate, or otherwise violate any proprietary interest of any third party, including, without limitation, intellectual property interests; or (iii) breach or terminate any contractual right or interest of any third party, or give any individual or entity any additional rights or compensation under, or the right to terminate or accelerate, or constitute (with notice or lapse of time, or both) a default under the terms of any note, deed, lease, indenture, security agreement, mortgage, commitment, contract, covenant, agreement, license or other instrument or oral understanding to which Purchaser is a party or by which Purchaser is bound.

Section IV.03 Investment. In connection with the purchase of the Membership Interest, Purchaser represents to the Company the following:

- (a) Purchaser is aware of the Company's business affairs and financial condition and has

acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Membership Interest. Purchaser is purchasing the Membership Interest for investment for Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act or under any applicable provision of state law. Purchaser does not have any present intention to transfer the Membership Interest to any other person or entity.

(b) Purchaser understands that the Membership Interest have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

(c) Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Company is under no obligation to register the securities.

(d) Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Company provides no assurances as to whether he or she will be able to resell any or all of the Membership Interest pursuant to Rule 144, which rule requires, among other things, that the Company be subject to the reporting requirements of the Exchange Act, that resales of securities take place only after the holder of the Membership Interest has held the Membership Interest for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this Section 5(d), Purchaser acknowledges and agrees to the restrictions set forth in Section 5(e) below.

(e) Purchaser further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

(f) Purchaser represents that Purchaser is not subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (attached hereto as Annex I).

(g) Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Membership Interest. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Membership Interest and that Purchaser is not relying on the Company for any tax advice.

Article V. Limitations on Transfer. Purchaser shall not assign, encumber or dispose of any interest in the Membership Interest except to the extent permitted by, and in compliance with, the provisions below and applicable federal and state laws.

Article VI. Miscellaneous.

Section VI.01 Amendment. This Purchase Agreement may be amended by mutual agreement of the Parties. Any such amendment must be by an instrument in writing signed on behalf of each of the Parties and attached as an exhibit hereto.

Section VI.02 Extension; Waiver. At any time prior to the termination of this Purchase Agreement, the Parties, by action taken or authorized by their respective managers, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other Party, or (ii) waive any representations and warranties contained herein or in any document delivered pursuant hereto. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of that Party.

Section VI.03 Survival and Termination. The representations and warranties of the Parties hereto contained in this Purchase Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the termination of this Purchase Agreement until one (1) year after the termination.

Section VI.04 Interpretation. When a reference is made in this Purchase Agreement to Sections, such reference shall be to a Section of this Purchase Agreement unless otherwise indicated. The headings contained in this Purchase Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Purchase Agreement. Whenever the words "include", "includes" or "including" are used in this Purchase Agreement, they shall be deemed to be followed by the words "without limitation."

Section VI.05 Counterparts. This Purchase Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Purchase Agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

Section VI.06 Entire Agreement. This Purchase Agreement (and the documents and instruments referred to herein) constitutes the entire Purchase Agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, and is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

Section VI.07 No Third Party Beneficiaries. No person other than the Parties themselves has any rights or remedies under this Purchase Agreement.

Section VI.08 Governing Law. This Purchase Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

Section VI.09 Assignment. Neither this Purchase Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Parties. Subject to the preceding sentence,

this Purchase Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section VI.10 Severability. If any term or other provision of this Purchase Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Purchase Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Purchase Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section VI.11 Confidentiality. During the Term of this Purchase Agreement and for a period of sixty (60) days thereafter, both Parties shall use their best efforts consistent with good business policy and no less than commercially reasonable care to protect the confidentiality of: (i) all terms and conditions of this Purchase Agreement; (ii) information regarding the subject matter of this Purchase Agreement that is written information; (iii) information, which by its very nature, ought to be known and treated as confidential; (iv) information that is reduced to writing and labeled as confidential; and (v) any and all personally identifiable information of a consumer which the Parties may acquire (collectively "**Confidential Information**"). Furthermore, both Parties agree to use Confidential Information of the disclosing party only for the sole purposes related to performance of this Purchase Agreement and to inform all of their employees and agents that have access to the Confidential Information of the strictly confidential nature of the information and of the terms of this Purchase Agreement. All Confidential Information remains the exclusive property of the disclosing party and no license or other agreement to such Confidential Information is granted or implied hereby except as expressly provided herein. Upon the expiration or termination of this Purchase Agreement, any Confidential Information shall be returned to the disclosing party, or destroyed pursuant to the disclosing party's instructions, and the non-disclosing party shall cease use of any Confidential Information. In the event either of the Parties determines that return or destruction of the Confidential Information is infeasible or impossible, the non-disclosing party shall continue to extend the protections of this Purchase Agreement to such Confidential Information and limit further uses and disclosures of such Confidential Information that make the return or destruction infeasible, for so long as the non-disclosing Party maintains such Confidential Information.

Section VI.12 Arbitration. Any controversy between the Parties involving the construction or application of any of the terms, provisions, validity, termination, or conditions of this Purchase Agreement shall be submitted to arbitration. Arbitration will comply with and be governed by the provisions of the California Arbitration Act. The Parties will each appoint one person to hear and determine the dispute. If the two persons so appointed are unable to agree, then those persons will select a third impartial arbitrator whose decision will be final and conclusive upon both parties. Each party shall bear all costs and expenses incurred in arbitration. The existence and content of the arbitral proceedings and any rulings or award shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation or

presentation of a claim or defense in such arbitration. This arbitration Purchase Agreement is binding upon each of the Parties, their principals, successors, assigns and affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be duly executed by their duly authorized representatives as of the date of this Purchase Agreement.

Seller

Marie Csech - Member
VaporPenz LLC

Date 01.01.2018

Purchaser

Landon Long - Chairman & CEO
Icon Holdings Inc.

Date 01.01.2018

presentation of a claim or defense in such arbitration. This arbitration Purchase Agreement is binding upon each of the Parties, their principals, successors, assigns and affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be duly executed by their duly authorized representatives as of the date of this Purchase Agreement.

Seller

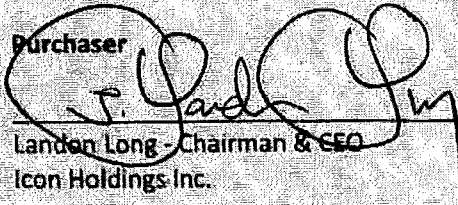


Marie Csech - Member
VaporPenz LLC

1.1.18

Date 01.01.2018

Purchaser



Landon Long - Chairman & CEO
Icon Holdings Inc.

01.01.18

Date 01.01.2018

**Exhibit A to Membership Interest Purchase Agreement
Assignment of Membership Interest**

This Assignment of Membership Interest (this "Assignment") is executed and made effective as of 01.01.2018, by Landon Long, Member of VaporPenz LLC ("Assignor"), for the benefit of Icon Holdings Inc., a corporation duly organized under the laws of the State of California ("Assignee").

WHEREAS, Assignor holds a five percent (5%) membership interest (the "Membership Interest") in VaporPenz, LLC ("VaporPenz"), a limited liability company duly organized under the laws of the State of California;

WHEREAS, pursuant to the Membership Interest Purchase Agreement (the "Purchase Agreement") entered into by and between Assignor and Assignee on 01.01.18, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the Membership Interest for a combined sum of one hundred (\$100.00) (the "Purchase Price") in accordance with the terms set forth therein;

WHEREAS, Assignee shall use up to fifty thousand dollars (\$50,000) of a potential Purchase Price Payment to pay all outstanding debts and notes, with the remaining proceeds being distributed to the Assignors in a prorata manner. The net proceeds to the Assignee(s) shall be close to or equivalent to zero dollars after debts are satisfied. Payment of the Purchase Price may be deferred up to 6 months from the date of the Purchase.

NOW, THEREFORE, in consideration of the covenants and obligations recited in the Purchase Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Article I. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Membership Interest. This Assignment will be binding upon Assignor and will inure to the benefit of Assignee, and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representatives as of the date of this Assignment.



Marie Czech
VaporPenz, LLC Member

1.1.18
Date 01.01.2018



Mail Submission Cover Sheet

Instructions:

- Complete and include this form with your submission. **This information only will be used to communicate with you in writing about the submission.** This form will be treated as correspondence and will not be made part of the filed document.
- Make all checks or money orders payable to the Secretary of State.
- Do not include a \$15 counter fee when submitting documents by mail.
- Standard processing time for **submissions** to this office is approximately 5 business days from receipt. All **submissions** are reviewed in the date order of receipt. For updated processing time information, visit www.sos.ca.gov/business/be/processing-times.

Optional Copy and Certification Fees:

- If applicable, include optional copy and certification fees with your submission.
- For applicable copy and certification fee information, refer to the instructions of the specific form you are submitting.

Contact Person: (Please type or print legibly)

First Name: _____ Last Name: _____

Phone (optional): _____

Entity Information: (Please type or print legibly)

Name: Infusion Wellness, Inc.

Entity Number (if applicable): C3932477

Comments: _____

Return Address: For written communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address.

Name: [_____]
 Company: _____
 Address: _____
 City/State/Zip: [_____]

Secretary of State Use Only	
T/TR:	
AMT REC'D:	\$



Secretary of State
Nonprofit Certificate of Dissolution
 (California Nonprofit Corporation ONLY)

DISS NP

IMPORTANT — Read instructions before completing this form.

There is **No Fee** for filing a Nonprofit Certificate of Dissolution

Copy Fees – First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

Attorney General Letter: All nonprofit **public benefit** and **religious** nonprofit corporations are required to get a letter from the California Attorney General's office waiving objections to the nonprofit corporation's distribution of assets, or confirming the nonprofit corporation has no assets. If your corporation is a public benefit or religious corporation, you **must** attach that letter to this Nonprofit Certificate of Dissolution (see instructions).

This Space For Office Use Only

1. Corporate Name (Enter the exact name of the nonprofit corporation as it is recorded with the California Secretary of State.)

Infusion Wellness, Inc.

2. 7-Digit Secretary of State File Number

C3932477

3. Election

The dissolution was made by a vote of **ALL** of the members, or if there are no members, by a vote of **ALL** of the directors of the California nonprofit corporation.

Note: If the above box is not checked, a **Nonprofit Certificate of Election to Wind Up and Dissolve** (Form ELEC NP) must be filed prior to or together with this Nonprofit Certificate of Dissolution. (California Corporations Code sections 6611, 8611, 9680 and 12631.)

4. Debts and Liabilities (Check the applicable statement. Only **one** box may be checked. If second box is checked, you must include the required information in an attachment.)

- The known debts and liabilities have been actually paid or paid as far as its assets permitted.
- The known debts and liabilities have been adequately provided for in full or as far as its assets permitted by their assumption. Included in the **attachment** to this certificate, incorporated herein by this reference, is a description of the provisions made and the name and address of the person, corporation or government agency that has assumed or guaranteed the payment, or the depository institution with which deposit has been made.
- The nonprofit corporation never incurred any known debts or liabilities.

5. Required Statements (Do not alter the Required Statements – **ALL** must be true to file Form DISS NP.)

- a. The nonprofit corporation has been completely wound up and is dissolved.
- b. All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.
- c. For Mutual Benefit or General Cooperative Corporations ONLY: The known assets have been distributed to the persons entitled thereto or the nonprofit corporation acquired no known assets.

6. Read, Verify, Date and Sign Below (See instructions for signature requirements. Do not use a computer generated signature.)

The undersigned is the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

01/01/2018

Date

J. Landon Long
 Signature

Landon Long

Type or Print Name

01/01/2018

Date

Linda Long
 Signature

Linda Long

Type or Print Name

Date

Signature

Type or Print Name



Secretary of State

ELEC NP

Nonprofit Certificate of Election to Wind Up and Dissolve

(California Nonprofit Corporation ONLY)

IMPORTANT — Read Instructions before completing this form.

There is No Fee for filing a Nonprofit Certificate of Election to Wind Up and Dissolve

Copy Fees — First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 plus copy fees

This Space For Office Use Only

1. Corporate Name (Enter the exact name of the nonprofit corporation as it is recorded with the California Secretary of State.)

Infusion Wellness, Inc.

2. 7-Digit Secretary of State File Number

C3932477

3. Election

(Check the applicable statement. Only one box may be checked. If the first box is checked, enter the number of members (do not enter the percentage of members). Note: This Form ELEC NP is not required when the vote to dissolve was made by all of the members, or if the nonprofit corporation has no members, by all of the directors, and that fact is noted on the Nonprofit Certificate of Dissolution. (Form DISS NP).)

- Three checkboxes for election methods: majority of members, board of directors with majority of members, or no members.

4. Required Statement (This Statement is required. Do not alter.)

The nonprofit corporation has elected to wind up and dissolve.

5. Read, Verify, Date and Sign Below (See Instructions for signature requirements. Do not use a computer generated signature.)

I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge and that I am authorized by California law to sign.

01/01/2018 Date

Signature

Handwritten signature of Landon Long

Landon Long Type or Print Name

01/01/2018 Date

Signature

Linda Long Type or Print Name






Date

Signature

Type or Print Name

200125110042 INFUSION WELLNESS LLC

Registration Date: 09/05/2001
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC
Status: CANCELED
Agent for Service of Process: DEAN GOINGS
16311 VENTURA BLVD STE 945
ENCINO CA 91436
5820 WILSHIRE BLVD #600
LOS ANGELES CA 90036
Entity Address:
Entry Mailing Address:
LC Management: Member Management

Document Type	File Date	PDF
DISSOLUTION	07/24/2015	
CANCELLATION	07/24/2015	
SI-NO CHANGE	08/26/2013	
SI-COMPLETE	09/26/2005	
REGISTRATION	09/05/2001	



Mail Submission Cover Sheet

Instructions:

- Complete and include this form with your submission. **This information only will be used to communicate with you in writing about the submission.** This form will be treated as correspondence and will not be made part of the filed document.
- Make all checks or money orders payable to the Secretary of State.
- Do not include a \$15 counter fee when submitting documents by mail.
- Standard processing time for **submissions** to this office is approximately 5 business days from receipt. All **submissions** are reviewed in the date order of receipt. For updated processing time information, visit www.sos.ca.gov/business/be/processing-times.

Optional Copy and Certification Fees:

- If applicable, include optional copy and certification fees with your submission.
- For applicable copy and certification fee information, refer to the instructions of the specific form you are submitting.

Contact Person: (Please type or print legibly)

First Name: _____ Last Name: _____

Phone (optional): _____

Entity Information: (Please type or print legibly)

Name: Checkpoint International Inc.

Entity Number (if applicable): C3849374

Comments: _____

Return Address: For written communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address.

Name: [_____]
 Company: _____
 Address: _____
 City/State/Zip: [_____]

Secretary of State Use Only	
T/TR:	
AMT REC'D:	\$



Secretary of State

ELEC NP

Nonprofit Certificate of Election to Wind Up and Dissolve

(California Nonprofit Corporation ONLY)

IMPORTANT — Read Instructions before completing this form.

There is No Fee for filing a Nonprofit Certificate of Election to Wind Up and Dissolve

Copy Fees – First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 plus copy fees

This Space For Office Use Only

1. Corporate Name (Enter the exact name of the nonprofit corporation as it is recorded with the California Secretary of State.)

Checkpoint International Inc.

2. 7-Digit Secretary of State File Number

C3849374

3. Election

(Check the applicable statement. Only one box may be checked. If the first box is checked, enter the number of members (do not enter the percentage of members). Note: This Form ELEC NP is not required when the vote to dissolve was made by all of the members, or if the nonprofit corporation has no members, by all of the directors, and that fact is noted on the Nonprofit Certificate of Dissolution (Form DISS NP).)

- Three checkboxes for election methods: majority of members, board of directors with majority of members, or no members.

4. Required Statement (This Statement is required. Do not alter.)

The nonprofit corporation has elected to wind up and dissolve.

5. Read, Verify, Date and Sign Below (See Instructions for signature requirements. Do not use a computer generated signature.)

I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge and that I am authorized by California law to sign.

01/01/2018

Date

Handwritten signature of Jeffrey Landon Long

Signature

Jeffrey Landon Long

Type or Print Name

01/01/2018

Date

Handwritten signature of Daniel Craig Long

Signature

Daniel Craig Long

Type or Print Name

01/01/2018

Date

Handwritten signature of Linda Kay Long

Signature

Linda Kay Long

Type or Print Name



Secretary of State

DISS NP

Nonprofit Certificate of Dissolution
(California Nonprofit Corporation ONLY)

IMPORTANT - Read instructions before completing this form.

There is No Fee for filing a Nonprofit Certificate of Dissolution
Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

Attorney General Letter: All nonprofit public benefit and religious
nonprofit corporations are required to get a letter from the California
Attorney General's office waiving objections to the nonprofit corporation's
distribution of assets, or confirming the nonprofit corporation has no
assets. If your corporation is a public benefit or religious corporation, you
must attach that letter to this Nonprofit Certificate of Dissolution (see
instructions).

This Space For Office Use Only

1. Corporate Name (Enter the exact name of the nonprofit corporation as it is
recorded with the California Secretary of State.)

Checkpoint International Inc.

2. 7-Digit Secretary of State File Number

C3849374

3. Election

[X] The dissolution was made by a vote of ALL of the members, or if there are no members, by a vote of ALL of the
directors of the California nonprofit corporation.

Note: If the above box is not checked, a Nonprofit Certificate of Election to Wind Up and Dissolve (Form ELEC NP) must be filed
prior to or together with this Nonprofit Certificate of Dissolution. (California Corporations Code sections 6611, 8611, 9680 and 12631.)

4. Debts and Liabilities

(Check the applicable statement. Only one box may be checked. If second box is checked, you must
include the required information in an attachment.)

- [] The known debts and liabilities have been actually paid or paid as far as its assets permitted.
[] The known debts and liabilities have been adequately provided for in full or as far as its assets permitted by their
assumption. Included in the attachment to this certificate, incorporated herein by this reference, is a description of
the provisions made and the name and address of the person, corporation or government agency that has assumed
or guaranteed the payment, or the depository institution with which deposit has been made.
[X] The nonprofit corporation never incurred any known debts or liabilities.

5. Required Statements (Do not alter the Required Statements - ALL must be true to file Form DISS NP.)

- a. The nonprofit corporation has been completely wound up and is dissolved.
b. All final returns required under the California Revenue and Taxation Code have been or will be filed with the
California Franchise Tax Board.
c. For Mutual Benefit or General Cooperative Corporations ONLY: The known assets have been distributed to the
persons entitled thereto or the nonprofit corporation acquired no known assets.

6. Read, Verify, Date and Sign Below (See instructions for signature requirements. Do not use a computer generated signature.)

The undersigned is the sole director or a majority of the directors now in office. I declare under penalty of perjury under
the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

01/01/2018

Date

[Handwritten Signature]

Signature

Jeffrey Landon Long

Type or Print Name

01/01/2018

Date

[Handwritten Signature]

Signature

Daniel Craig Long

Type or Print Name

01/01/2018

Date

[Handwritten Signature]

Signature

Linda Kay Long

Type or Print Name



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FR40719

FILED

In the office of the Secretary of State
of the State of California

OCT-04 2017

This Space for Filing Use Only

1. CORPORATE NAME
ICON HOLDINGS INC.

2. CALIFORNIA CORPORATE NUMBER
C4067315

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
35367 FIRCREST ST. UNIT B, NEWARK, CA 94560			

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
35367 FIRCREST ST. UNIT B, NEWARK, CA 94560			

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
LONDON LONG	35367 FIRCREST ST., NEWARK, CA 94560			

8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
LONDON LONG	35367 FIRCREST ST., NEWARK, CA 94560			

9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
LONDON LONG	35367 FIRCREST ST., NEWARK, CA 94560			

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
LONDON LONG	35367 FIRCREST ST, NEWARK, CA 94560			

11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
ABDALLAH LAW GROUP, P.C.

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
MANAGEMENT AND CONSULTING

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/04/2017 MITCHELL ABDALLAH ATTORNEY
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FW62214

FILED

In the office of the Secretary of State
of the State of California

MAY-08 2018

This Space for Filing Use Only

1. CORPORATE NAME
ICON HOLDINGS INC.

2. CALIFORNIA CORPORATE NUMBER
C4067315

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)
3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 4354 TOWN CENTER BLVD #114-18, EL DORADO HILLS, CA 95762			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 4354 TOWN CENTER BLVD #114-18, EL DORADO HILLS, CA 95762			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ LONDON LONG	35580 RIBERA COURT, FREMONT, CA 94536			
8. SECRETARY LONDON LONG	35580 RIBERA COURT, FREMONT, CA 94536			
9. CHIEF FINANCIAL OFFICER/ LONDON LONG	35580 RIBERA COURT, FREMONT, CA 94536			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME LONDON LONG	35580 RIBERA COURT, FREMONT, CA 94536			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 4

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
ABDALLAH LAW GROUP, P.C.
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
INVESTMENT & MANAGEMENT

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

05/08/2018 LONDON LONG CEO
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



Secretary of State
Articles of Organization
Limited Liability Company (LLC)

LLC-1

201621710369

FILED *CMJ*
Secretary of State
State of California

IPC JUL 29 2016

This Space For Office Use Only

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$70.00

Copy Fees - First plain copy free; Additional copies: First page \$1.00 & .50 for each attachment page; Certification Fee - \$5.00

Important! LLCs may have to pay an annual minimum \$800 tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

1. **Limited Liability Company Name** (See Instructions – Must contain an LLC ending such as LLC or L.L.C. "LLC" will be added, if not include

Infusion Factory, LLC

2. **Business Addresses**

a. Initial Street Address of Designated Office in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
35367 Fircrest Street, Unit B	Newark	CA	94560
b. Initial Mailing Address of LLC, if different than item 2a	City (no abbreviations)	State	Zip Code

3. **Agent for Service of Process**

Item 3a and 3b: If naming an individual, the agent must reside in California and item 3a and 3b must be completed with the agent's name and complete California street address.

Item 3c: If naming a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and item 3c must be completed (leave item 3a-3b blank).

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	
c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete item 3a or 3b			
CT Corporation System			

4. **Management** (Select only one box)

The LLC will be managed by:

One Manager

More than One Manager

All LLC Member(s)


5. **Purpose Statement** (Do not alter Purpose Statement)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. The information contained herein, including in any attachments, is true and correct.

Matthew T. Arvizu
Organizer sign here

Matthew T. Arvizu
Print your name here

 Secretary of State Statement of Information (Limited Liability Company)	LLC-12
	<p>IMPORTANT — Read instructions before completing this form.</p> <p>Filing Fee - \$20.00</p> <p>Copy Fees — Face Page \$1.00 & .50 for each attachment page; Certification Fee - \$5.00</p>

FILED
Secretary of State
State of California
AUG 30 2016

68 NK

2/20/PC
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1. Limited Liability Company Name Infusion Factory, LLC	
2. 12-Digit Secretary of State File Number 201621710369	3. State or Place of Organization (only if formed outside of California)

4. Business Addresses			
a. Street Address of Principal Office - Do not list a P.O. Box 35367 Fircrest Street, Unit B	City (no abbreviations) Newark	State CA	Zip Code 94560
b. Mailing Address of LLC, if different than Item 4a	City (no abbreviations)	State	Zip Code
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

5. Manager(s) or Member(s) If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete item 5b Landon	Middle Name	Last Name Long	Suffix
b. Entity Name - Do not complete item 5a			
c. Address 35580 Ribera Ct.	City (no abbreviations) Fremont	State CA	Zip Code 94536

6. Agent for Service of Process Item 6a and 6b: If the agent is an individual, the agent must reside in California and item 6a and 6b must be completed with the agent's name and California address. Item 6c: If the agent is a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and item 6c must be completed (leave item 6a-6b blank).

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code
c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b CT Corporation System CO168406			

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Management

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

9. The information contained herein, including any attachments, is true and correct.

August 30, 2016 Matthew T. Arvizu Attorney for LLC *Matthew T. Arvizu*
Date Type or Print Name of Person Completing the Form Title Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: [Matthew T. Arvizu]
Company: Bremer Whyte Brown & O'Meara
Address: 501 W. Broadway Suite 1750
City/State/Zip: [San Diego, CA 92101]



**Secretary of State
Statement of Information
(Limited Liability Company)**

LLC-12

18-B62357

FILED

In the office of the Secretary of State
of the State of California

MAY 08, 2018

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee – \$20.00

**Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees**

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)
INFUSION FACTORY, LLC

2. 12-Digit Secretary of State File Number
201621710369

3. State, Foreign Country or Place of Organization (only if formed outside of California)
CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 6955 Luther Drive	City (no abbreviations) Sacramento	State CA	Zip Code 95823
b. Mailing Address of LLC, if different than Item 4a 6955 Luther Drive	City (no abbreviations) Sacramento	State CA	Zip Code 95823
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 6955 Luther Drive	City (no abbreviations) Sacramento	State CA	Zip Code 95823

5. Manager(s) or Member(s) If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name: if an individual - Do not complete Item 5b Landon	Middle Name:	Last Name Long	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 6955 Luther Drive	City (no abbreviations) Sacramento	State CA	Zip Code 95823

6. Service of Process (Must provide either Individual OR Corporation.)
INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State CA	Zip Code

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b
ABDALLAH LAW GROUP, P.C. (C3259459)

7. Type of Business
a. Describe the type of business or services of the Limited Liability Company
Consulting and Manufacturing Services

8. Chief Executive Officer, if elected or appointed

a. First Name Landon	Middle Name:	Last Name Long	Suffix
b. Address 6955 Luther Drive	City (no abbreviations) Sacramento	State CA	Zip Code 95823

9. The information contained herein, including any attachments, is true and correct.

05/08/2018 Landon Long GEO

Date Type or Print Name of Person Completing the Form Title Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []



State of California Secretary of State

Limited Liability Company Articles of Organization

A \$70.00 filing fee must accompany this form.

Important - Read instructions before completing this form.

FILED [Signature] In the Office of the Secretary of State of the State of California

APR 03 2012

This Space For Filing Use Only

Entity Name (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

VaporPenz LLC

Purpose (The following statement is required by statute and should not be altered.)

2 THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

Initial Agent for Service of Process (If the agent is an individual, the agent must reside in California and both items 3 and 4 must be completed. If the agent is a corporation, the agent must have an file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 3 must be completed (leave item 4 blank).)

3 NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

GKL Corporate / Search, Inc.

4 IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

CA

Management (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY

ONE MANAGER

MORE THAN ONE MANAGER

ALL LIMITED LIABILITY COMPANY MEMBER(S)

Additional Information

6 ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE

Execution

7 I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

April 2, 2012

DATE

SIGNATURE OF ORGANIZER

Matt Dickstein, solely as organizer

TYPE OR PRINT NAME OF ORGANIZER



State of California Secretary of State

8

L

STATEMENT OF INFORMATION (Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED Secretary of State State of California MAR 07 2016

1. LIMITED LIABILITY COMPANY NAME VaporPenz LLC

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER 201211010028

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California) California

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety. [X] If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE 35367 Fircrest Street Unit B Newark CA 94560
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5
7. STREET ADDRESS OF CALIFORNIA OFFICE 35367 Fircrest Street Unit B Newark CA 94560

Name and Complete Address of the Chief Executive Officer, if Any

8. NAME ADDRESS CITY STATE ZIP CODE

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME Landon Long ADDRESS 35367 Fircrest Street - Unit B CITY Newark, CA STATE CA ZIP CODE 94560
10. NAME Linda Long ADDRESS 35367 Fircrest Street - Unit B CITY Newark, CA STATE CA ZIP CODE 94560
11. NAME Dan Long ADDRESS 35367 Fircrest Street - Unit B CITY Newark, CA STATE CA ZIP CODE 94560

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS GKL Corporate/Search, Inc. C1673485

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE CA

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY Import, Export, Distribution, Wholesale and Related Services

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT. 3/2/2016 LINDA LONG MEMBER TITLE

SIGNATURE (Handwritten signature of Linda Long)

APPROVED BY SECRETARY OF STATE



**Secretary of State
Statement of Information
(Limited Liability Company)**

LLC-12

18-B37465

FILED

In the office of the Secretary of State
of the State of California

APR 18, 2018

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IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

**Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees**

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.) VAPORPENZ LLC	
2. 12-Digit Secretary of State File Number 201211010028	3. State, Foreign Country or Place of Organization (only if formed outside of California) CALIFORNIA

4. Business Addresses			
a. Street Address of Principal Office - Do not list a P.O. Box 6167 Jarvis Ave #321	City (no abbreviations) Newark	State CA	Zip Code 94560
b. Mailing Address of LLC, if different than Item 4a 6167 Jarvis Ave #321	City (no abbreviations) Newark	State CA	Zip Code 94560
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 6167 Jarvis Ave #321	City (no abbreviations) Newark	State CA	Zip Code 94560

5. Manager(s) or Member(s) If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b Landon	Middle Name	Last Name Long	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 6167 Jarvis Ave #321	City (no abbreviations) Newark	State CA	Zip Code 94560

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box		City (no abbreviations)	State CA

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b GKL CORPORATE/SEARCH, INC. (C1673485)

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company Import Export Wholesale Services
--

8. Chief Executive Officer, if elected or appointed

a. First Name Jeffrey	Middle Name Landon	Last Name Long	Suffix
b. Address 6167 Jarvis Ave #321	City (no abbreviations) Newark	State CA	Zip Code 94560

9. The information contained herein, including any attachments, is true and correct.

04/18/2018	Linda Long	Member	
Date	Type or Print Name of Person Completing the Form	Title	Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []
Company: []
Address: []
City/State/Zip: []



**Attachment to
Statement of Information
(Limited Liability Company)**

**LLC-12A
Attachment**

18-B37465

A. Limited Liability Company Name

VAPORPENZ LLC

This Space For Office Use Only

B. 12-Digit Secretary of State File Number

201211010028

C. State or Place of Organization (only if formed outside of California)

CALIFORNIA

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name Linda	Middle Name	Last Name Long	Suffix
Entity Name			
Address 6167 Jarvis Ave #321	City (no abbreviations) Newark	State CA	Zip Code 94560
First Name Dan	Middle Name	Last Name Long	Suffix
Entity Name			
Address 6167 Jarvis Ave #321	City (no abbreviations) Newark	State CA	Zip Code 94560
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code