TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/02/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Streetfire, Inc.		04/02/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CarDomain Network, Inc.
Street Address:	849 S. Broadway
Internal Address:	Unit 802
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90014
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3510791	STREETFIRE

CORRESPONDENCE DATA

Fax Number: 2062603966
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2066173040
Email: sean@focallaw.com
Correspondent Name: Sean M. McChesney
Address Line 1: 800 Fifth Avenue
Address Line 2: Suite 4100
Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Sean M. McChesney
Signature:	/smm/

OP $40.00 3510791

Date:	08/22/2012

Total Attachments: 67
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "***Agreement***") is entered into as of April 2, 2009 by and among CarDomain Network, Inc., a Washington corporation ("***CarDomain***"), Streetfire, Inc., a Delaware corporation ("***Streetfire***"), the stockholders of Streetfire listed on the signature pages to this Agreement (each individually a "***Selling Securityholder***" and collectively the "***Selling Securityholders***"), Alexander Algard and Jeremy Liew as the representative of the Selling Securityholders (the "***Selling Securityholders Representative***").

RECITALS

A. Streetfire, the Selling Securityholders and CarDomain believe it advisable and in their respective best interests to effect a merger of Streetfire and CarDomain under this Agreement (the "***Merger***").

B. The Selling Securityholders own and control over 90% of the outstanding capital stock of Streetfire.

C. The Board of Directors and the stockholders of Streetfire have approved this Agreement and the Merger as required by applicable law.

D. The Board of Directors of CarDomain and the stockholders of CarDomain, have approved this Agreement and the Merger as required by applicable law.

E. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "***Code***").

AGREEMENT

In consideration of the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

ARTICLE I - THE MERGER

1.1 Merger

Upon the terms and subject to the conditions of this Agreement, (a) at the Effective Time the separate corporate existence of Streetfire will cease, and Streetfire will be merged with and into CarDomain (CarDomain being the surviving corporation after the Merger, is sometimes referred to as the "***Surviving Corporation***"), and (b) from and after the Effective Time, the Merger will have all the effects of a merger under the laws of the states of Washington and Delaware and other applicable law.

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1.2 Closing

Upon the terms and subject to the conditions of this Agreement, the closing of the Merger and other transactions contemplated by this Agreement (the "***Closing***") will take place on the date of this Agreement (the "***Closing Date***") at 10:00 a.m. local time at the offices of Perkins Coie LLP, 1201 Third Avenue, 48th Floor, Seattle, Washington, or at another time or location that CarDomain and Streetfire may agree on. At the Closing, each party to this Agreement will deliver all documents, instruments, certificates and other items as may be required under this Agreement.

1.3 Effective Time

On the Closing Date and subject to the terms and conditions of this Agreement, the parties will cause an appropriate articles of merger or certificate of merger (the "***Certificate of Merger***") complying with the applicable provisions of the Washington Business Corporation Act ("***WBCA***") and the Delaware General Corporation Law ("***DGCL***") to be properly executed and filed with the appropriate state authorities. The Merger will become effective on the date and at the time (the "***Effective Time***") of filing of the Certificate of Merger in Washington or at a time that may be specified in the Certificate of Merger as filed.

1.4 Articles of Incorporation and Bylaws of Surviving Corporation

(a) At the Effective Time, the Amended and Restated Articles of Incorporation of CarDomain will remain in effect and continue to govern the Surviving Corporation. Thereafter, the Articles of Incorporation of the Surviving Corporation may be amended in accordance with its terms and as provided by applicable law.

(b) At the Effective Time, the Bylaws of CarDomain will remain in effect and continue to govern the Surviving Corporation. Thereafter, the Bylaws of the Surviving Corporation may be amended in accordance with their terms and as provided by applicable law.

1.5 Directors and Officers

The directors of CarDomain immediately before the Effective Time will be the directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation. The officers of Streetfire immediately before the Effective Time will be the officers of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

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1.6 Merger Consideration; Conversion of Securities

(a) As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of the capital stock of Streetfire or CarDomain, the capital stock of Streetfire and CarDomain will be treated as provided below in this subsection.

(i) All shares of any class of capital stock of Streetfire held by Streetfire as treasury shares will be canceled.

(ii) Each share of Common Stock of Streetfire, par value $0.0001 per share ("***Streetfire Common Stock***"), issued and outstanding immediately before the Effective Time will be cancelled in exchange for the right to receive from CarDomain, subject to all the terms and conditions set forth in this Agreement, 0.117858 shares of Series A Preferred Stock of CarDomain ("***CarDomain Preferred Stock***").

(iii) Each share of Series A Preferred Stock of Streetfire, par value $0.0001 per share ("***Streetfire Series A Stock***") that is issued and outstanding immediately before the Effective Time will be cancelled in exchange for the right to receive from CarDomain, subject to all the terms and conditions set forth in this Agreement, 0.564179 shares of CarDomain Preferred Stock.

(iv) Each share of Series B Preferred Stock of Streetfire, par value $0.0001 per share ("***Streetfire Series B Stock***") that is issued and outstanding immediately before the Effective Time will be cancelled in exchange for the right to receive from CarDomain, subject to all the terms and conditions set forth in this Agreement, 0.415686 shares of CarDomain Preferred Stock.

(v) Each outstanding Company Option (whether or not vested or exercisable) will be cancelled on the Closing Date without the payment of any consideration.

(vi) Each issued and outstanding share of capital stock of CarDomain immediately prior to the Effective Time will remain outstanding.

(b) No Streetfire Stock Purchase Rights (as defined below) will survive the Effective Time or be assumed or substituted for by the Surviving Corporation or CarDomain.

(c) Notwithstanding the foregoing provisions in this Section 1.6, shares of Streetfire Common Stock that are held by a stockholder who has not consented to the Merger in writing and who is entitled to seek appraisal rights under Section 262 of the DGCL and who has exercised, when and in the manner required by Section 262 of the DGCL, such right to seek an appraisal and to obtain payment of the fair value of the shares under Section 262 of the DGCL in connection with the Merger (the "***Dissenting Shares***") will not be cancelled in exchange for the right to receive shares of CarDomain Preferred Stock from CarDomain unless such stockholder has effectively lost (through failure to perfect or otherwise) or withdrawn the stockholder's right to obtain payment of the fair value of the stockholder's

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Dissenting Shares under Section 262 of the DGCL, but shall instead only be entitled to the rights that may be granted to the stockholder under Section 262 of the DGCL. From and after the Effective Time, Dissenting Shares shall not be entitled to vote for any purpose or be entitled to the payment of any dividends or other distributions. Notwithstanding the foregoing, if any stockholder who holds Dissenting Shares effectively withdraws or loses (through failure to perfect or otherwise) that stockholder's right to obtain payment of the fair value of that stockholder's Dissenting Shares under Section 262 of the DGCL, then, as of the later of the Effective Time and the occurrence of the effective withdrawal or loss, that stockholder's shares will no longer be Dissenting Shares and, if the occurrence of the effective withdrawal or loss is later than the Effective Time, will be treated as if they had been converted as of the Effective Time into the right to receive a number of shares of CarDomain Preferred Stock as set forth in Section 1.6(a)(ii), without any interest. Streetfire will give CarDomain prompt notice of any demands received by Streetfire for appraisal rights, and CarDomain will have the right to participate in all negotiations and proceedings with respect to those demands. Streetfire will not, except with the prior written consent of CarDomain, make any payments with respect to, or settle or offer to settle, any such demands.

(d) After the Effective Time, no further transfers will be made on the stock transfer books of the Surviving Corporation of shares of Streetfire that were issued before the Effective Time. As provided above, at the Effective Time, all shares of capital stock and other convertible securities of Streetfire that were issued prior to the Effective Time will cease to exist, and each certificate or instrument representing those securities (other than Dissenting Shares) will represent only the right to receive CarDomain Preferred Stock as described in Section 1.6(a) of this Agreement subject to the terms of this Agreement.

(e) It shall be a condition precedent for any holder of Streetfire Common Stock, Streetfire Series A Preferred Stock or Streetfire Series B Preferred Stock to receive the merger consideration specified in Section 1.6 hereof, that such holder executes and delivers to CarDomain a signature page to this Agreement or a consent to joinder to this Agreement and a letter of transmittal as described in Section 1.7 hereof.

(f) For administrative convenience, the parties agree that the shares of CarDomain Preferred Stock issued to the Selling Securityholders pursuant to Section 1.6(a) will be rounded up or down to the nearest 100th of a share. The Selling Securityholders waive any claim with respect to any portion of a fractional share lost through such rounding and CarDomain waives any claim to payment from the Selling Securityholders with respect to any portion of a fractional share added to the merger consideration through such rounding.

(g) Each Selling Securityholder acknowledges that a portion of the shares of CarDomain Preferred Stock issuable to them pursuant to Section 1.6(a) will be retained for the benefit of the Selling Securityholders Representative in accordance with the provisions of Section 7.9(c).

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1.7 Issuance of Shares

Promptly following the Effective Time and the delivery by CarDomain of a letter of transmittal with instructions regarding surrender of certificates or instruments, each holder of Streetfire Common Stock, Streetfire Series A Stock or Streetfire Series B Stock will surrender the certificate or instrument representing that Streetfire Common Stock, Streetfire Series A Stock or Streetfire Series B Stock to CarDomain (or, if the holder alleges that the certificate or instrument has been lost, stolen or destroyed, an affidavit of loss and indemnity agreement reasonably acceptable to CarDomain under which the holder will agree to indemnify CarDomain against any claim that may be made against CarDomain on account of the alleged loss, theft or destruction of the certificate or instrument). Upon receipt of the certificate or instrument (or the affidavit of loss and indemnity agreement), CarDomain will promptly issue and deliver to the holder a certificate for CarDomain Preferred Stock as provided in Section 1.6 of this Agreement.

ARTICLE II - REPRESENTATIONS AND WARRANTIES OF STREETFIRE

Except as otherwise set forth in the Schedules to this Article II (which Schedules are numbered to reflect the specific representations and warranties that they modify and are deemed to be representations and warranties under this Article II), in order to induce CarDomain to enter into and perform this Agreement, Streetfire represents and warrants to CarDomain as follows in this Article II. The Schedules to this Article II shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article II, and the disclosures in any section or subsection of a Schedule shall qualify all other sections and subsections of this Article II only to the extent it is reasonably apparent from a reading of the disclosure that such disclosure is applicable to the representations and warranties contained in such other sections or subsections.

2.1 Organization

Streetfire is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Streetfire has all requisite corporate power and authority to own, operate and lease its properties and assets, to carry on its business as now conducted, and to enter into and perform its obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. Streetfire is duly qualified to do business as a foreign corporation in all states and other jurisdictions where the failure to be so qualified could reasonably be expected to have a Material Adverse Effect on Streetfire. Streetfire does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. Streetfire is not a participant in any joint venture, partnership or similar arrangement. When used in this Agreement, a "***Material Adverse Effect***" means a material adverse effect on the Person's business, operations, assets, liabilities, financial condition, prospects or results of operations, except for any such events, changes, violations, inaccuracies, circumstances or effects resulting from or arising in connection with (i) any changes in general economic or business conditions that do not disproportionately impact Streetfire or (ii) any changes or

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events affecting the industry in which Streetfire operates that do not disproportionately impact Streetfire. For all purposes under this Agreement, the term "***Person***" means any individual, corporation, partnership, trust, joint venture, limited liability company, association, organization, other entity or governmental body or regulatory authority.

2.2 Authorization

All corporate action on the part of Streetfire and its officers, directors and stockholders necessary for the authorization, execution, delivery and performance of this Agreement, the consummation of the Merger, and the performance of all Streetfire's obligations under this Agreement, has been taken as of or before the Effective Time. This Agreement has been duly executed and delivered by Streetfire and constitutes a legal, valid and binding obligation of Streetfire, enforceable against Streetfire in accordance with its terms, except as to the effect, if any, of applicable bankruptcy and other similar laws affecting the rights of creditors generally, and rules of law governing specific performance, injunctive relief and other equitable remedies.

2.3 Capitalization

(a) The authorized capital stock of Streetfire consists solely of 40,000,000 shares of Streetfire Common Stock 7,801,100 of which are issued and outstanding immediately prior to the Effective Time 3,700,000 shares of Preferred Series A Stock, 3,660,000 of which are issued and outstanding immediately prior to the Effective Time and 11,000,000 shares of Preferred Series B of which 7,566,150 are issued and outstanding immediately prior to the Effective Time. The issued and outstanding shares of Streetfire Common Stock and Streetfire Preferred Series A Stock and Streetfire Preferred B Stock are held beneficially and of record by Streetfire stockholders in the names and share amounts set forth in Schedule 2.3 (collectively, the "***Streetfire Outstanding Shares***"). The Streetfire Outstanding Shares are duly authorized, fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(b) As of the Closing Date, Streetfire has no outstanding promissory notes, convertible promissory notes or other similar instruments or securities.

(c) As of the Closing Date, Streetfire has reserved 4,350,000 shares of Streetfire Common Stock for issuance to officers, directors, employees and consultants of Streetfire pursuant to its 2007 Stock Plan (the "***Streetfire Option Plan***"). Of such reserved shares, option to purchase 1,952,503 shares have been granted and are currently outstanding. Streetfire has no other stock option plan, equity incentive plan or other similar plan. As of the Closing Date, there are no outstanding rights of first refusal or offer, preemptive rights, options, warrants, conversion rights, other rights or other agreements, either directly or indirectly, for the purchase or acquisition from Streetfire or any stockholder of Streetfire of any shares of Streetfire capital stock, or any securities or instruments convertible into or exchangeable for shares of Streetfire capital stock (collectively, "***Streetfire Stock Purchase***

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Rights"), other than the options under the Streetfire Option Plan, all of which will be terminated if not exercised prior to the Effective Time.

2.4 No Approvals; No Conflicts

The execution, delivery and performance by Streetfire of this Agreement and the consummation of the transactions contemplated by this Agreement will not (a) constitute a violation of any provision of law or any judgment, decree, order, regulation or rule of any court or other governmental body applicable to Streetfire; (b) require any consent, approval or authorization of, or declaration, filing or registration with, any Person, except for the filing of all documents necessary to consummate the Merger with the offices of the Washington and Delaware Secretary of State; (c) result in a default under, or acceleration or termination of, or the creation in any party of the right to accelerate, terminate, modify or cancel, any agreement, lease, note or other restriction, or any obligation or liability to which Streetfire is a party or by which it is bound or to which any assets of Streetfire are subject; (d) result in a violation of or default under, or the creation of, any lien, mortgage, pledge, deed of trust, security interest, charge, encumbrance or other adverse claim or interest of any kind ("***Encumbrance***") with respect to Streetfire; (e) result in a breach of or constitute a default under any provision of the Amended and Restated Certificate of Incorporation or bylaws of Streetfire; or (f) invalidate or adversely affect any permit, license or authorization used in the conduct of the business of Streetfire.

2.5 Financial Statements; Transaction Costs; Undisclosed Liabilities

(a) Streetfire has delivered to CarDomain true and correct copies of the following financial statements of Streetfire: (i) an unaudited balance sheet as of February 28, 2009 (the "***Streetfire Balance Sheet***") and statement of income and cash flows for the year to date period then ending; and (ii) an unaudited balance sheet and statement of income and cash flows for the years ending December 31, 2007 and 2008. Streetfire has also delivered to CarDomain an updated statement of its accounts receivable, accounts payable and trade payables balances as of March 31, 2009 (the "***Current AR/AP Balance***"). Each of the foregoing financial statements and the Current AR/AP Balance were prepared in conformity with generally accepted accounting principles in the United States ("***GAAP***"), on a basis consistent with prior accounting periods, and fairly present in all material respects the financial position, results of operations and changes in cash flows of Streetfire as of the dates and for the periods indicated, subject in the case of any unaudited statements to changes resulting from normal year-end adjustments or recurring accruals (none of which would have a Material Adverse Effect) and to the absence of footnote disclosure.

(b) Streetfire has no liabilities or obligations of any nature (whether accrued, absolute, contingent, unliquidated or otherwise, whether known or unknown, whether due or to become due and regardless of when asserted) that are not fully reflected or reserved against in the Streetfire Balance Sheet (as updated to reflect the Current AR/AP Balance), except liabilities or obligations incurred in the ordinary course of business since the date of the Current AR/AP Balance, none of which are material individually or in the aggregate.

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Streetfire is not a guarantor or surety of any obligations of any other Person. Since the date of Streetfire Balance Sheet, Streetfire has conducted its business in the ordinary course, consistent with past practices, and there has occurred no event, condition, circumstance or other development that, individually or together with other factors, has had or could reasonably be expected to have a Material Adverse Effect on Streetfire.

(c) All accounts receivable reflected on the financial statements, subject to the Company's reserves for uncollectible accounts and except as identified in Schedule 2.6, (i) represent or will represent good and valid receivables arising in the ordinary course of business and are subject to no counterclaims or offsets, and (ii) have been collected by Streetfire or are collectible within ninety (90) days after the date incurred in the amounts at which they are carried on the books of the Company. As of the Closing Date, no person or entity will have any lien on such receivables or any part thereof, and no agreement for deduction, discount or other deferred price or quantity adjustment will have been made with respect to any such receivables.

(d) Streetfire maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (v) Streetfire's obligations are satisfied in a timely manner and as required under the terms of any Contract.

(e) There has been no incidence of fraud since inception of Streetfire that involves any current or former directors, officers or employees of Streetfire.

2.6 Taxes

(a) Streetfire has timely filed all tax returns and related schedules and other attachments (or extensions) required by applicable law to be filed by it before or as of the Closing Date. All those tax returns and other documents and amendments to those tax returns were complete and correct at the time they were filed and all such returns, documents and amendments have been provided to CarDomain (or its legal counsel). Streetfire has paid, or where payment is not yet due, has established an adequate accrual (which is reflected on the Streetfire Balance Sheet) for the payment of all Taxes (as defined below) due with respect to any period ending before or as of the Closing Date. No audit by any governmental tax authority is pending or threatened with respect to any tax returns filed by, or Taxes due from, Streetfire. No deficiency or adjustment for any Taxes has been threatened, proposed, asserted or assessed against Streetfire. No Tax ruling has been issued to Streetfire. There are no Encumbrances for Taxes upon the assets of Streetfire, except liens for current Taxes not yet due. Streetfire has not made any elections under the Internal Revenue Code (other than elections that relate solely to methods of accounting, depreciation or amortization) that could

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reasonably be expected to have a Material Adverse Effect on CarDomain after the Closing. The term "***Tax***" means any and all (a) domestic or foreign federal, state or local taxes, charges, fees, levies, imposts, duties and governmental fees or other like assessments or charges of any kind whatsoever (including, without limitation, any income, net income, gross income, receipts, windfall profit, severance, property, production, sales, use, business and occupation, license, excise, registration, franchise, employment, payroll, withholding, alternative or add-on minimum, intangibles, ad valorem, transfer, gains, stamp, estimated, transaction, title, capital, paid-up capital, profits, occupation, premium, value-added, recording, real property, personal property, inventory and merchandise, business privilege, federal highway use, commercial rent or environmental tax, and any liability under unclaimed property or similar laws), (b) interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with (i) any item described in clause (a) or (ii) the failure to comply with any requirement imposed with respect to any Tax returns, and (c) liability in respect of any items described in clause (a) or (b) or both payable by reason of contract, assumption, transferee liability, operation of law or otherwise.

(b) (i) Streetfire has not been a member of any affiliated group that filed or was required to file a consolidated, combined or unitary Tax return (other than a group the common parent of which was the Company), and (ii) Streetfire neither is nor will be liable for Taxes of any Person (other than its own Taxes) by reason of contract, agreement, assumption, transferee liability, operation of law, Treasury Regulations Section 1.1502-6 (or any predecessor or successor thereof or any similar provision of law) or otherwise.

(c) Streetfire does not have nexus for any Tax purpose in any jurisdiction other than jurisdictions for which Tax returns have been duly filed, and no claim has been made by a governmental authority in a jurisdiction where Streetfire does not file Tax returns that Streetfire is or may be subject to taxation by that jurisdiction.

(d) Streetfire is not and has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

(e) Streetfire has not distributed stock of another Person, nor had its stock distributed by another Person, within the last two years, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(f) No election has been made with respect to Taxes of Streetfire that has not been disclosed to Buyer.

(g) Streetfire has not made any payment or payments, is not obligated to make any payment or payments, nor is a party to (or a participating employer in) any agreement (or Employee Benefit Plan), including Stock Purchase Rights that has resulted or could reasonably result in the imposition of any additional tax or interest under Section 409A of the Code.

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(h) All records that Streetfire is required to keep for Tax purposes have been duly kept (in accordance with all applicable requirements) and are available for inspection at the premises of Streetfire.

(i) No Selling Securityholder holds shares of Stock that are non-transferable and subject to a substantial risk of forfeiture within the meaning of Section 83 of the Code with respect to which a valid election under Section 83(b) of the Code has not been made.

2.7 Tangible Assets

Streetfire does not own or lease any real property. Except as set forth on the Schedules to this Article II, Streetfire owes no further obligations under the terms of its real property lease. Streetfire's personal property is free and clear of all Encumbrances, except for Encumbrances related to Taxes not yet due and payable by Streetfire, and Streetfire has fee or leasehold title to its personal property. Each lease, license, rental agreement, contract of sale or other agreement to which Streetfire's personal property is subject is valid, binding and enforceable in accordance with its terms against the parties thereto, Streetfire has performed in all material respects all obligations imposed on it thereunder, and neither Streetfire nor, to Streetfire's knowledge, any other party thereto is in default thereunder, nor to Streetfire's knowledge, is there any event that with notice or lapse of time, or both, would constitute a default. Schedule 2.7 sets forth in reasonable detail a complete and correct list of all tangible personal property owned by Streetfire.

2.8 Contracts

Schedule 2.8 is a complete and correct list of all oral or written contracts, agreements, leases, instruments, and other legally binding obligations or arrangements to which Streetfire is a party (collectively, the "***Streetfire Contracts***"), involving payments greater than $2,500, involving the transfer or license of intellectual or other property rights, imposing restrictions on the operation of Streetfire's business or otherwise are material to the operation of Streetfire's business. The Streetfire Contracts are valid, binding and enforceable in accordance with their terms against Streetfire and, to the knowledge of Streetfire, each other party to the Streetfire Contracts, and are in full force and effect. Streetfire has substantially performed its obligations under the Streetfire Contracts that it was obligated to perform through the date of this Agreement, and neither Streetfire nor, to the knowledge of Streetfire, any other party to the Streetfire Contracts, has breached or is currently in default under any Streetfire Contract. Streetfire has provided CarDomain (or its legal counsel) with true and complete copies of all Streetfire Contracts that CarDomain (or its legal counsel) has requested to review, and there are no side letters, amendments, oral agreements or other understandings relating thereto that have not been provided to CarDomain (or its legal counsel) that would vary or modify the terms of those Streetfire Contracts.

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2.9 Legal Proceedings

There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation of any type (a "***Claim***") pending or threatened against Streetfire, nor has any Claim been settled or resolved by Streetfire within the last two years. There is no Claim pending or, to Streetfire's knowledge, threatened against any officer, director or key employee of Streetfire arising out of their employment or board relationship with Streetfire, nor has any Claim been settled or resolved by any officer, director or key employee of Streetfire within the last two years that arose out of their employment or board relationship with Streetfire. Neither Streetfire, nor to its knowledge any of its officers, directors or key employees, is operating under, or subject to, or in default with respect to, any order, writ, injunction or decree.

2.10 Intellectual Property

(a) Streetfire has been assigned or otherwise owns, or is licensed the right to use, all patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, copyrights, domain names, any applications for any of the foregoing, maskworks, lists, schematics, industrial models, inventions, technology, ideas, content, characters, storylines, know-how, trade secrets, inventory, algorithms, processes, computer software programs or applications, and tangible or intangible proprietary information or material that are used in or necessary for Streetfire's business as currently conducted ("***Streetfire IP***"). Streetfire is not in violation, nor is Streetfire aware of any violation by any other Person, of any license, sublicense or agreement relating to the Streetfire IP. Streetfire is not contractually obligated to pay any royalty or other compensation to any third party in respect of use of the Streetfire IP. Schedule 2.10(a) contains a complete and accurate list of all patents, patent applications, trademarks, trademark applications, registered copyrights and domain names owned by Streetfire.

(b) To the knowledge of Streetfire, there has been no unauthorized use, disclosure, infringement or misappropriation by any third party, employee or former employee of Streetfire of any Streetfire IP or any trade secret of Streetfire.

(c) Streetfire has not received and is not aware of any assertion or claim challenging the validity of any Streetfire IP owned by Streetfire, nor is Streetfire aware of any basis for an assertion or claim. Neither the conduct of the business of Streetfire as currently conducted, nor the current or intended production, distribution and use of the products and services of Streetfire, infringes or will infringe on or conflicts or will conflict with, any license, trademark, trademark right, trade name, trade name right, patent, patent right, industrial model, invention, service mark copyright or other intellectual property right of any third party.

(d) To the knowledge of Streetfire, no third party is challenging the ownership by Streetfire, or the validity or effectiveness of, any of the Streetfire IP owned by Streetfire. Streetfire has not brought any action, suit or proceeding for infringement of Streetfire IP or breach of any license or agreement involving Streetfire IP against any third party. There are

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no pending threatened interferences, re-examinations, oppositions, cancellations or other proceedings involving or relating to any Streetfire IP owned by Streetfire.

(e) Except as set forth in Schedule 2.10, no Open Source Software (a) was or is used in connection with the development of any Streetfire IP, (b) was or is incorporated in whole or in part into or otherwise forms any part of any Streetfire IP, or (c) has been distributed in whole or in part in conjunction with any product or service provided by Streetfire. Streetfire has not used any Open Source Software listed in Schedule 2.10 in such a way that requires and software code developed by Streetfire to be (i) be disclosed, distributed or made available in source code form or (ii) be licensed under the terms of any open source software license (e.g., the BSD License, GNU General Public License and GNU Lesser General Public License). "***Open Source Software***" means any software distributed under any license that requires that the software covered by the license or any software incorporated into, based on, derived from or distributed with such software (i) be disclosed, distributed or made available in source code form or (ii) be licensed under the terms of any open source software license (e.g., the BSD License, GNU General Public License and GNU Lesser General Public License).

2.11 Compliance with Laws

Streetfire has received all approvals, authorizations, consents, licenses, orders, registrations and permits of all governmental bodies, whether federal, state, local or foreign, necessary for the conduct of Streetfire's business, except where the failure to do so would not have a Material Adverse Effect. Streetfire is and has at all times been in full compliance with all federal, state, local and foreign laws, rules, regulations, ordinances, decrees and orders applicable to Streetfire, its respective business and the properties owned, leased or used by Streetfire.

2.12 Brokers

Neither Streetfire nor any Selling Securityholder has engaged any broker, investment banker or other similar third party agent to whom a commission or fee would be due upon the Closing of the Merger or otherwise in connection with the transactions contemplated by this Agreement.

2.13 Related Party Transactions

Schedule 2.13 sets forth every business relationship (other than normal employment relationships) between Streetfire, on the one hand, and Streetfire's present or former officers, directors, employees, stockholders or noteholders or, to Streetfire's knowledge, members of their families (or any entity in which any of them has a material financial interest, directly or indirectly, excepting holdings solely for passive investment purposes of securities of publicly held and traded entities constituting less than one percent (1%) of the equity of any such entity), on the other hand. Streetfire's stockholders do not own any assets which are used in Streetfire's business, and are not engaged in any business which competes with Streetfire.

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2.14 Employee Matters

(a) Schedule 2.14 sets forth each Employee Benefit Plan maintained, established or sponsored by Streetfire, or which Streetfire participates in or contributes to or covering or benefiting any current or former officer, employee or independent contractor of Streetfire. For purposes of this Agreement, an "Employee Benefit Plan" means any retirement, pension, profit sharing, deferred compensation, stock bonus, savings, bonus, incentive, cafeteria, medical, dental, vision, hospitalization, life insurance, accidental death and dismemberment, medical expense reimbursement, dependent care assistance, tuition reimbursement, disability, sick pay, holiday, vacation, severance, change of control, stock purchase, stock option, restricted stock, phantom stock, stock appreciation rights, fringe benefit or other employee benefit plan, fund, policy, program, contract, arrangement or payroll practice of any kind (including any employee benefit plan, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"). Streetfire has made or accrued all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with its terms and all applicable laws for any such employee benefit plan.

(b) Streetfire is not, nor has ever been, a member of (i) a controlled group of corporations, within the meaning of Section 414(b) of the Code, (ii) a group of trades or businesses under common control, within the meaning of Section 414(c) of the Code, (iii) an affiliated service group, within the meaning of Section 414(m) of the Code, or (iv) any other group of persons treated as a single employer under Section 414(o) of the Code.

(c) Streetfire does not sponsor, maintain or contribute to, nor has it ever sponsored, maintained or contributed to (i) a "multi-employer plan," as defined in Section 3(37) or 4001(a)(3) of ERISA or Section 414(f) of the Code, (ii) a multiple employer plan within the meaning of Section 4063 or 4064 of ERISA or Section 413 of the Code, (iii) an employee benefit plan that is subject to Section 302 of ERISA, Title IV of ERISA or Section 412 of the Code, or (iv) a "multiple employer welfare arrangement," as defined in Section 3(40) of ERISA.

(d) Schedule 2.14 lists all "nonqualified deferred compensation plans" (within the meaning of Section 409A of the Code) sponsored or maintained by Streetfire (or to which Streetfire is a party) at any time since January 1, 2005. Each such plan has been designated, operated and administered in good faith, material compliance with Section 409A of the Code and any guidance issued by the United States Treasury Department or the Internal Revenue Service thereunder.

(e) Schedule 2.14 lists each employee of Streetfire and sets forth for each employee his or her current title and annual salary (including target bonuses) or hourly wage (including target bonuses). Streetfire is not aware that any officer or key employee, or that any group of key employees, intends to terminate his, her or their employment with Streetfire or the Surviving Corporation either before or after the Merger, nor does Streetfire have a

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present intention to terminate the employment of any of the foregoing individuals. The employment of each officer and employee of Streetfire is terminable at the will of Streetfire. Streetfire is not obligated to pay severance or any other additional compensation upon the termination of any employee, other than as required by applicable law.. Streetfire has complied in all material respects with all applicable state and federal equal employment opportunity laws, wage and hour laws, age and other discrimination laws and with other laws related to employment. Streetfire is not a party to any currently effective employment contract, deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement. Streetfire is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it or amounts required to be reimbursed to such employees, consultants, or independent contractors.

(f) To Streetfire's knowledge, none of Streetfire's employees are 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 the use of such employee's full time efforts to promote the interests of Streetfire or that would interfere with or restrict Streetfire's business as conducted. Each current and former employee and consultant or contractor of Streetfire has executed a valid and enforceable agreement that has assigned to Streetfire all Streetfire IP (or rights therein) that are related to, used in, or necessary for the conduct of Streetfire's business and that were created by such person in connection with his or her services to Streetfire. To Streetfire's knowledge, neither the execution nor delivery of this Agreement, nor the carrying on of Streetfire's business, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees is now obligated. To Streetfire's knowledge, it is not and will not be necessary to use any inventions of any Streetfire employees made prior to or outside the scope of their employment by Streetfire.

2.15 Corporate Documents

Streetfire has provided CarDomain (or its legal counsel) with true and complete copies of all charter documents, minute books and records of board and stockholder actions that CarDomain (or its legal counsel) has requested to review. Streetfire's minute books contain minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of Streetfire's incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and stockholders with respect to all transactions referred to in such minutes.

2.16 Recent Events

Since January 1, 2009 Streetfire has not: (a) sold, encumbered, transferred or disposed of any of its assets or property, except in the usual and ordinary course of business; (b) suffered any material damage, destruction or loss, or any material interruption in use, of any

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material assets or property (whether or not covered by insurance); (c) made or suffered any material change in the conduct or nature of any aspect of its business; (d) waived any material right or canceled or compromised any material debt or claim, other than in the ordinary course of business; (e) made capital expenditures in an amount which exceeds $10,000 for any item or $50,000 in the aggregate; (f) paid, declared or set aside any dividend or other distribution on any of its securities or purchased, exchanged or redeemed any of its securities; (g) made any change in accounting methods or principles; (h) entered into any contract or agreement to do any of the foregoing items in this Section 2.16; or (i) experienced a Material Adverse Effect.

2.17 Full Disclosure

The representations and warranties made by Streetfire in this Agreement, the schedules and exhibits to this Agreement, and the other information delivered to CarDomain in connection with the transactions contemplated by this Agreement, taken together, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein and therein, in light of the circumstances in which they were made, not misleading.

ARTICLE III – REPRESENTATIONS AND WARRANTIES OF THE SELLING SECURITYHOLDERS

In order to induce CarDomain to enter into and perform its obligations under this Agreement, each Selling Securityholder severally, and not jointly, represents and warrants to CarDomain as follows in this Article III.

3.1 Enforceability

The Selling Securityholder has all requisite corporate, partnership, individual or other legal capacity and power to enter into this Agreement and to perform all of the Selling Securityholder's obligations under this Agreement. This Agreement has been duly executed and delivered by the Selling Securityholder and is a legal, valid and binding obligation of the Selling Securityholder, enforceable against the Selling Securityholder in accordance with its terms, except as to the effect, if any, of applicable bankruptcy and other similar laws affecting the rights of creditors generally, and rules of law governing specific performance, injunctive relief and other equitable remedies.

3.2 No Approvals; No Conflicts

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement by the Selling Securityholder will not (a) constitute a violation (with or without the giving of notice or lapse of time or both) of any provision of any domestic or foreign law applicable to the Selling Securityholder, (b) require any consent, approval or authorization of, or notice to, any Person, (c) result in a default under, an acceleration or termination of, or the creation in any party of the right to accelerate,

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terminate, modify or cancel, any agreement, lease, note or other restriction, encumbrance, obligation or liability to which the Selling Securityholder is a party or by which the Selling Securityholder is bound, or (d) result in the creation or imposition of any Encumbrance on any of the Selling Securityholder's Streetfire Outstanding Shares.

3.3 Ownership

The Selling Securityholder owns that number of the Streetfire Outstanding Shares, if any, shown as owned by the Selling Securityholder on Schedule 2.3, and no other Person holds any interest of any kind in those Streetfire Outstanding Shares. The Selling Securityholder is not a party to any voting agreement, stockholders agreement, transfer restriction agreement or other agreement relating to those Streetfire Outstanding Shares, except as listed in Schedule 3.3.

3.4 Investment Representations

(a) The shares of CarDomain Preferred Stock, being acquired by the Selling Securityholder will be acquired for investment for the Selling Securityholder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Selling Securityholder has no present intention of selling, granting any participation in, or otherwise distributing the same.

(b) The Selling Securityholder has had an opportunity to discuss CarDomain's business, management, financial affairs and the terms and conditions of the Merger with CarDomain's management.

(c) The Selling Securityholder understands that the shares of CarDomain Preferred Stock have not been, and will not be, registered under the Securities Act of 1933, as amended (the "***Securities Act***"), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Selling Securityholder's representations as expressed herein. The Selling Securityholder understands that the CarDomain Preferred Stock are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Selling Securityholder must hold the CarDomain Preferred Stock, indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Selling Securityholder acknowledges that the Company has no obligation to register or qualify the CarDomain Preferred Stock, or the CarDomain Common Stock into which the CarDomain Preferred Stock may be converted, for resale. The Selling Securityholder further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the CarDomain Preferred Stock, and on requirements relating to CarDomain which are outside of the Selling Securityholder's control, and which CarDomain is under no obligation and may not be able to satisfy.

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(d) The Selling Securityholder understands that no public market now exists for the CarDomain Preferred Stock, and that CarDomain has made no assurances that a public market will ever exist for the CarDomain Preferred Stock or the CarDomain's Common Stock into which the CarDomain Preferred Stock may be converted.

(e) The Selling Securityholder understands that the CarDomain Preferred Stock, and any securities issued in respect of or exchange for the CarDomain Preferred Stock, may bear the following legend (in addition to (i) any other legends that may be required by the securities laws of any state to the extent such laws are applicable to the CarDomain Preferred Stock represented by the certificate so legended, and (ii) any other legends that may be required by this Agreement or any other agreement executed by the Selling Securityholder that relates to the CarDomain Preferred Stock):

> "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(f) The Selling Securityholder (a) is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, or (b) was an employee of or consultant to Streetfire at the time the Selling Securityholder acquired all of the Selling Securityholder's Streetfire Common Stock or Streetfire Preferred Stock, as applicable.

3.5 Full Disclosure

No information furnished by the Selling Securityholder to CarDomain or its representatives in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements so made or information so delivered not misleading.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF CARDOMAIN

In order to induce Streetfire and the Selling Securityholders to enter into and perform this Agreement, CarDomain represents and warrants to Streetfire and the Selling Securityholders as follows in this Article IV. The Schedules to this Article IV shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article IV, and the disclosures in any section or subsection of a Schedule shall qualify all other sections and subsections of this Article IV only to the extent it

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is reasonably apparent from a reading of the disclosure that such disclosure is applicable to the representations and warranties contained in such other sections or subsections.

4.1 Organization

CarDomain is a corporation duly organized and validly existing under the laws of the State of Washington. CarDomain has all requisite corporate power and authority to own, operate and lease its properties and assets, to carry on its business as now conducted, and to enter into and perform its obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. CarDomain is duly qualified to do business as a foreign corporation in all states and other jurisdictions where the failure to be so qualified could reasonably be expected to have a Material Adverse Effect on CarDomain. CarDomain does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. CarDomain is not a participant in any joint venture, partnership or similar arrangement.

4.2 Authorization

All corporate action on the part of CarDomain and their officers, directors and shareholders necessary for the authorization, execution, delivery and performance of this Agreement, the consummation of the Merger, and the performance of all CarDomain's obligations under this Agreement, has been taken as of or before the Effective Time. This Agreement has been duly executed and delivered by CarDomain and constitutes a legal, valid and binding obligation of CarDomain, enforceable against CarDomain in accordance with its terms, except as to the effect, if any, of applicable bankruptcy and other similar laws affecting the rights of creditors generally, and rules of law governing specific performance, injunctive relief and other equitable remedies.

4.3 Capitalization

(a) Upon the filing of the Articles of Amendment, the authorized capital stock of CarDomain will consist solely of: (i) 72,000,000 shares of CarDomain Common Stock, 47,673,536 of which are issued and outstanding immediately prior to the Effective Time, and (ii) 16,000,000 shares of CarDomain Preferred Stock, 7,491,555 of which are issued and outstanding immediately prior to the Effective Time. The issued and outstanding shares of CarDomain Common Stock and CarDomain Preferred Stock are held beneficially and of record by CarDomain's shareholders in the names and share amounts set forth in Schedule 4.3 (collectively, the "***CarDomain Outstanding Shares***"). The CarDomain Outstanding Shares are duly authorized, fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(b) CarDomain has no outstanding promissory notes, convertible promissory notes or other similar instruments or securities.

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(c) CarDomain has reserved 9,401,879 shares of CarDomain Common Stock and 1,313,454 shares of CarDomain Preferred Stock for issuance to officers, directors, employees and consultants of CarDomain pursuant to its 2000 Stock Incentive Compensation Plan (the "***CarDomain Stock Plan***"). Of such reserved shares of CarDomain Common Stock, options to purchase 1,022,832 shares of CarDomain Common Stock have been granted and are currently outstanding.

(d) Except for (i) the conversion privileges of the CarDomain Preferred Stock and (ii) options and rights granted under the CarDomain Stock Plan, there are no outstanding rights of first refusal or offer, preemptive rights, options, warrants, conversion rights, other rights or other agreements, either directly or indirectly, for the purchase or acquisition from CarDomain of any shares of CarDomain's capital stock, or any securities or instruments convertible into or exchangeable for shares of CarDomain's capital stock.

4.4 No Approvals; No Conflicts

The execution, delivery and performance by CarDomain of this Agreement and the consummation of the transactions contemplated by this Agreement will not (a) constitute a violation of any provision of law or any judgment, decree, order, regulation or rule of any court or other governmental body applicable to CarDomain; (b) require any consent, approval or authorization of, or declaration, filing or registration with, any Person, except for the filing of all documents necessary to consummate the Merger with the offices of the Washington and Delaware Secretary of State and filings made to comply with federal and state securities laws in connection with the issuance of the merger consideration described in Section 1.6 of this Agreement; (c) result in a default under, or acceleration or termination of, or the creation in any party of the right to accelerate, terminate, modify or cancel, any agreement, lease, note or other restriction, or any obligation or liability to which CarDomain is a party or by which it is bound or to which any assets of CarDomain are subject; (d) result in the violation of or default under, or the creation of, any Encumbrance with respect to CarDomain; (e) result in a breach of or constitute a default under any provision of the Amended and Restated Articles of Incorporation or bylaws of CarDomain; or (f) invalidate or adversely affect any permit, license or authorization used in the conduct of the business of CarDomain.

4.5 Financial Statements; Transaction Costs; Undisclosed Liabilities

(a) CarDomain has delivered to Streetfire true and correct copies of the following unaudited financial statements of CarDomain: (i) a balance sheet as of February 28, 2009 (the "***CarDomain Balance Sheet***"); and (ii) an unaudited balance sheet and statement of income and cash flows for the fiscal years ending December 31, 2007 and 2008. Each of the foregoing financial statements were prepared in conformity with GAAP, on a basis consistent with prior accounting periods, and fairly present in all material respects the financial position, results of operations and changes in cash flows of CarDomain as of the dates and for the periods indicated.

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(b) CarDomain has no liabilities or obligations of any nature (whether accrued, absolute, contingent, unliquidated or otherwise, whether known or unknown, whether due or to become due and regardless of when asserted) that are not fully reflected or reserved against in the CarDomain Balance Sheet, except liabilities or obligations incurred in the ordinary course of business since the date of the CarDomain Balance Sheet, none of which are material individually or in the aggregate. CarDomain is not a guarantor or surety of any obligations of any other Person. Since the date of CarDomain Balance Sheet, CarDomain has conducted its business in the ordinary course, consistent with past practices, and there has occurred no event, condition, circumstance or other development that, individually or together with other factors, has had or could reasonably be expected to have a Material Adverse Effect on CarDomain.

4.6 Taxes

CarDomain has timely filed all tax returns and related schedules and other attachments (or extensions) required by applicable law to be filed by it before or as of the Closing Date. All those tax returns and other documents and amendments to those tax returns were complete and correct at the time they were filed. CarDomain has paid, or where payment is not yet due, has established an adequate accrual (which is reflected on CarDomain Balance Sheet) for the payment of all Taxes (as defined below) due with respect to any period ending before or as of the Closing Date. No audit by any governmental tax authority is pending or threatened with respect to any tax returns filed by, or Taxes due from, CarDomain. No deficiency or adjustment for any Taxes has been threatened, proposed, asserted or assessed against CarDomain. There are no Encumbrances for Taxes upon the assets of CarDomain, except liens for current Taxes not yet due.

4.7 Tangible Assets

CarDomain does not own any real property. CarDomain is in full compliance with the lease for real property to which it is party, and, to CarDomain's knowledge, the leased real property is free from material defects or hazards that could materially interfere with CarDomain's business. CarDomain's personal property is free and clear of all Encumbrances, except for Encumbrances related to Taxes not yet due and payable by CarDomain, and CarDomain has fee or leasehold title to its personal property. Each lease, license, rental agreement, contract of sale or other agreement to which CarDomain's personal property is subject is valid, binding and enforceable in accordance with its terms against the parties thereto, CarDomain has performed in all material respects all obligations imposed on it thereunder, and neither CarDomain nor, to CarDomain's knowledge, any other party thereto is in default thereunder, nor is there any event that with notice or lapse of time, or both, would constitute a default. Schedule 4.7 sets forth in reasonable detail a complete and correct list of all tangible personal property owned by CarDomain.

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4.8 Contracts

Schedule 4.8 is a complete and correct list of all material, oral or written contracts, agreements, leases, instruments, and other legally binding obligations or arrangements to which CarDomain is a party (collectively, the "***CarDomain Contracts***"). The CarDomain Contracts are valid, binding and enforceable in accordance with their terms against CarDomain and, to the knowledge of CarDomain, each other party to the CarDomain Contracts, and are in full force and effect. CarDomain has substantially performed its obligations under the CarDomain Contracts that it was obligated to perform through the date of this Agreement, and neither CarDomain nor, to the knowledge of CarDomain, any other party to the CarDomain Contracts, has breached or is currently in default under any CarDomain Contract. CarDomain has provided Streetfire (or its legal counsel) with true and complete copies of all CarDomain Contracts that Streetfire (or its legal counsel) has requested to review, and there are no side letters, amendments, oral agreements or other understandings relating thereto that have not been provided to Streetfire (or its legal counsel) that would vary or modify the terms of those CarDomain Contracts.

4.9 Legal Proceedings

There is no Claim, currently pending or threatened against CarDomain. There is no Claim pending or, to CarDomain's knowledge, threatened against any officer, director or key employee of CarDomain arising out of their employment or board relationship with CarDomain, nor has any Claim been settled or resolved by any officer, director or key employee of CarDomain within the last two years that arose out of their employment or board relationship with CarDomain. Neither CarDomain, nor to its knowledge any of its officers, directors or key employees, is operating under, or subject to, or in default with respect to, any order, writ, injunction or decree.

4.10 Intellectual Property

(a) CarDomain has been assigned or otherwise owns, or is licensed the right to use, all patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, copyrights, domain names, any applications for any of the foregoing, maskworks, lists, schematics, industrial models, inventions, technology, ideas, content, characters, storylines, know-how, trade secrets, inventory, algorithms, processes, computer software programs or applications, and tangible or intangible proprietary information or material that are used in or necessary for CarDomain's business as currently conducted ("***CarDomain IP***"). CarDomain is not in violation, nor is CarDomain aware of any violation by any other Person, of any license, sublicense or agreement relating to the CarDomain IP. CarDomain is not contractually obligated to pay any royalty or other compensation to any third party in respect of use of the CarDomain IP. Schedule 4.10(a) contains a complete and accurate list of all patents, patent applications, trademarks, trademark applications, registered copyrights and domain names owned by CarDomain.

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(b) To the knowledge of CarDomain, there has been no unauthorized use, disclosure, infringement or misappropriation by any third party, employee or former employee of CarDomain of any CarDomain IP or any trade secret of CarDomain.

(c) CarDomain has not received and is not aware of any assertion or claim challenging the validity of any CarDomain IP owned by CarDomain, nor is CarDomain aware of any basis for an assertion or claim. Neither the conduct of the business of CarDomain as currently conducted, nor the current or intended production, distribution and use of the products and services of CarDomain, infringes or will infringe on or conflicts or will conflict with, any license, trademark, trademark right, trade name, trade name right, patent, patent right, industrial model, invention, service mark copyright or other intellectual property right of any third party.

(d) To the knowledge of CarDomain, no third party is challenging the ownership by CarDomain, or the validity or effectiveness of, any of the CarDomain IP owned by CarDomain. CarDomain has not brought any action, suit or proceeding for infringement of CarDomain IP or breach of any license or agreement involving CarDomain IP against any third party. There are no pending threatened interferences, re-examinations, oppositions, cancellations or other proceedings involving or relating to any CarDomain IP owned by CarDomain.

4.11 Compliance with Laws

CarDomain has received all approvals, authorizations, consents, licenses, orders, registrations and permits of all governmental bodies, whether federal, state, local or foreign, necessary for the conduct of CarDomain's business, except where the failure to do so would not have a Material Adverse Effect. CarDomain is and has at all times been in full compliance with all federal, state, local and foreign laws, rules, regulations, ordinances, decrees and orders applicable to CarDomain, its respective business and the properties owned, leased or used by CarDomain.

4.12 Brokers

CarDomain has not engaged any broker, investment banker or other similar third party agent to whom a commission or fee would be due upon the Closing of the Merger or otherwise in connection with the transactions contemplated by this Agreement.

4.13 Related Party Transactions

Schedule 4.13 sets forth every business relationship (other than normal employment relationships) between CarDomain, on the one hand, and CarDomain's present or former officers, directors, employees, shareholders or noteholders or, to CarDomain's knowledge, members of their families (or any entity in which any of them has a material financial interest, directly or indirectly, excepting holdings solely for passive investment purposes of securities of publicly held and traded entities constituting less than one percent (1%) of the equity of any

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such entity), on the other hand. CarDomain's shareholders do not own any assets which are used in CarDomain's business, and are not engaged in any business which competes with CarDomain.

4.14 Employee Matters

(a) Schedule 4.14 sets forth each employee benefit plan maintained, established or sponsored by CarDomain, or which CarDomain participates in or contributes to, which is subject to ERISA. CarDomain has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such employee benefit plan.

(b) CarDomain is not aware that any officer or key employee, or that any group of key employees, intends to terminate his, her or their employment with CarDomain,. The employment of each officer and employee of CarDomain is terminable at the will of CarDomain, and upon termination of the employment of each such officer and employee, no severance or other payments will become due. To its knowledge, CarDomain has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment. Other than the CarDomain Stock Plan, CarDomain is not a party to any currently effective employment contract, deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employer compensation agreement. CarDomain is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it or amounts required to be reimbursed to such employees, consultants, or independent contractors.

(c) To CarDomain's knowledge, none of CarDomain's employees are 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 the use of such employee's full time efforts to promote the interests of CarDomain or that would interfere with or restrict CarDomain's business as conducted. Each current and former employee and consultant or contractor of CarDomain has executed a valid and enforceable agreement that has assigned to CarDomain all CarDomain IP (or rights therein) that are related to, used in, or necessary for the conduct of CarDomain's business and that were created by such person in connection with his or her services to CarDomain. To CarDomain's knowledge, neither the execution nor delivery of this Agreement, nor the carrying on of CarDomain's business, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees is now obligated. To CarDomain's knowledge, it is not and will not be necessary to use any inventions of any CarDomain employees made prior to or outside the scope of their employment by CarDomain.

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4.15 Corporate Documents

CarDomain has provided Streetfire (or its legal counsel) with true and complete copies of all charter documents, minute books and records of board and shareholder actions that Streetfire (or its legal counsel) has requested to review. CarDomain's minute books contain minutes of all meetings of directors and shareholders and all actions by written consent without a meeting by the directors and shareholders since the date of CarDomain's incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and shareholders with respect to all transactions referred to in such minutes.

4.16 Recent Events

Since January 1, 2009 CarDomain has not: (a) sold, encumbered, transferred or disposed of any of its assets or property, except in the usual and ordinary course of business; (b) suffered any material damage, destruction or loss, or any material interruption in use, of any material assets or property (whether or not covered by insurance); (c) made or suffered any material change in the conduct or nature of any aspect of its business; (d) waived any material right or canceled or compromised any material debt or claim, other than in the ordinary course of business; (e) made capital expenditures in an amount which exceeds $10,000 for any item or $50,000 in the aggregate; (f) paid, declared or set aside any dividend or other distribution on any of its securities or purchased, exchanged or redeemed any of its securities; (g) made any change in accounting methods or principles; (h) entered into any contract or agreement to do any of the foregoing items in this Section 4.16; or (i) experienced a Material Adverse Effect.

4.17 Full Disclosure

The representations and warranties made by CarDomain in this Agreement, the schedules and exhibits to this Agreement, and the other information delivered to Streetfire in connection with the transactions contemplated by this Agreement, taken together, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein and therein, in light of the circumstances in which they were made, not misleading.

ARTICLE V - CLOSING CONDITIONS

The obligations of the parties to proceed with the Merger and the Closing under this Agreement are subject to fulfillment or waiver of certain conditions as set forth in this Article V.

5.1 Conditions to the Obligations of CarDomain

The obligations of CarDomain to proceed with the Merger and the Closing are subject to the conditions set forth in this Section 5.1, any of which may be waived by CarDomain in

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writing at any time before or at Closing. No waiver of any condition in this Section 5.1 will affect in any way the remedies of CarDomain under this Agreement, including without limitation Section 6.2 below.

(a) **Accuracy of Representations and Warranties.** The representations and warranties of Streetfire and the Selling Securityholders contained in Article 2 and Article 3 shall be true and correct as of the Closing.

(b) **Performance of Agreements.** Streetfire and the Selling Securityholders shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by Streetfire or the Selling Securityholders on or before the Closing.

(c) **Secretary's Certificate.** CarDomain shall have received a certificate of the Secretary of Streetfire, in form and substance satisfactory to CarDomain, certifying: (i) the authenticity and effectiveness of the actions of the board of directors and stockholders of Streetfire authorizing the transactions contemplated by this Agreement, and (ii) Streetfire's Amended and Restated Certificate of Incorporation and bylaws, each as in effect as of immediately prior to the Effective Time.

(d) **Third Party Consents.** Streetfire shall have delivered to CarDomain copies of all consents and approvals of third parties required under any Streetfire Contract or under any law, regulation or other requirement in connection with this Agreement and the Merger.

(e) **CarDomain Shareholders Agreement.** Each of the Selling Securityholders shall have executed and delivered a counterpart signature to the Shareholder Agreement on the form attached to this Agreement as **Exhibit A** (the "***Shareholder Agreement***").

(f) **Positive Working Capital.** Streetfire shall have a positive net working capital balance (such amount, the "***Streetfire Working Capital Balance***"), and at Closing, Streetfire shall deliver to CarDomain a statement setting forth the Streetfire Working Capital Balance as of the Closing Date. For purposes of this Agreement, net working capital shall mean an amount equal to the sum of such Person's (i) aggregate accounts receivable, (ii) inventory and (iii) prepaid expenses, less such Person's accounts payable, trade payables and accrued liabilities (including without limitation, accrued sales and property tax liabilities, unpaid wages, vacation benefits and of some other liabilities), in each case calculated in accordance with GAAP. Any indebtedness for borrowed money capital leases, convertible promissory notes, employee advances, shareholder loans, letters of credit and other credit arrangements shall have been satisfied in full and terminated prior to the Effective Time.

(g) **Assignment Separate.** Each of the Selling Securityholders will deliver an executed Assignment Separate from Certificate in the form attached hereto as **Exhibit B** to facilitate CarDomain stock transfers in the event of indemnification claims.

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5.2 Conditions to Obligations of Streetfire and Selling Securityholders

The obligations of Streetfire and the Selling Securityholders to proceed with the Merger and the Closing are subject to the conditions set forth in this Section 5.2, any of which may be waived by Streetfire in writing at any time before or at Closing. No waiver of any condition in this Section 5.2 will affect in any way the remedies of Streetfire and the Selling Securityholders under this Agreement.

(a) **Accuracy of Representations and Warranties.** The representations and warranties of CarDomain contained in Article 4 shall be true and correct in all material respects as of the Closing.

(b) **Performance of Agreements.** CarDomain shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by CarDomain on or before the Closing.

(c) **Secretary's Certificate.** Streetfire shall have received a certificate of the Secretary of CarDomain, in form and substance satisfactory to Streetfire, certifying: (i) the authenticity and effectiveness of the actions of the board of directors of CarDomain authorizing the transactions contemplated by this Agreement, and (ii) CarDomain's Amended and Restated Articles of Incorporation and bylaws, each as in effect as of immediately prior to the Effective Time.

(d) **Shareholders Agreement.** The Shareholders Agreement, in the form attached to this Agreement as **Exhibit A**, shall have been executed by (i) CarDomain and (ii) Alex Algard.

ARTICLE VI - SURVIVAL AND INDEMNIFICATION

6.1 Survival

All representations and warranties contained in this Agreement, or in any certificate delivered under this Agreement, will survive the Closing for a period of eighteen months; provided, however, that the representations and warranties set forth in Section 2.1, 2.2, 2.3, 3.1, 3.3, 3.4, 4.1, 4.2 and 4.3 (collectively, "***Fundamental Representations***") shall survive the Closing until sixty (60) days after the expiration of the statute of limitations. The covenants and agreements contained in this Agreement will survive the Closing and will continue until all obligations under this Agreement have been fully performed or satisfied.

6.2 Indemnification by the Selling Securityholders

(a) Subject to the limitations in Section 6.4, from and after the Closing, the Selling Securityholders will severally and not jointly, and in proportion to the CarDomain Preferred Stock received by the Selling Securityholders, indemnify and hold CarDomain, the Surviving Corporation and each of their officers, directors, employees, agents and affiliates (the

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"***CarDomain Indemnitees***") harmless from and against, and will reimburse the CarDomain Indemnitees for, any and all losses, damages, debts, liabilities, obligations, judgments, orders, awards, writs, injunctions, decrees, fines, penalties, Taxes, costs or expenses (including without limitation attorneys' fees and expenses and all other costs of defense) ("***Losses***") incurred by any of the CarDomain Indemnitees arising out of or in connection with any of the following:

(i) any breach of any representation, warranty or certification made by or on behalf of Streetfire or any of the Selling Securityholders in this Agreement (other than a representation or warranty in Article III);

(ii) any breach by any of Streetfire or the Selling Securityholders of any covenant or agreement set forth in this Agreement;

(iii) any indebtedness of Streetfire that is not paid prior to the Effective Time;

(iv) any Streetfire transaction costs or expenses that are not paid prior to the Effective Time;

(v) exercise of dissenters rights with respect to Dissenting Shares and any other claims asserted by former shareholders of Streetfire based on matters occurring prior to the Closing Date;

(vi) any liability of Streetfire for any Taxes or the nonpayment thereof with respect to any tax period or portion thereof ending on or before the Closing Date; or

(vii) any liability related to infringement, misappropriation or other improper use of a third party's trademarks or copyrighted or copyrightable material resulting from content posted by a user on Streetfire's websites prior to the Closing.

(b) Subject to the limitations in Section 6.4, from and after the Closing, each Selling Securityholder will severally indemnify and hold the CarDomain Indemnitees harmless from and against, and will reimburse the CarDomain Indemnitees for, any and all Losses incurred by any of the CarDomain Indemnitees arising out of or in connection with any breach of any representation, warranty or certification made by or on behalf of that Selling Securityholder in Article III of this Agreement.

6.3 Indemnification by CarDomain

Subject to the limitations in Section 6.4, from and after the Closing, CarDomain will indemnify and hold the Selling Securityholders harmless from and against, and will reimburse the Selling Securityholders for, any and all Losses incurred by any of the Selling Securityholders arising out of or in connection with any of the following:

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(a) any breach of any representation, warranty or certification made by or on behalf of CarDomain in this Agreement; and

(b) any breach by CarDomain of any covenant or agreement set forth in this Agreement.

6.4 General Indemnification Terms

(a) For the purposes of determining the amount of any Losses resulting from a breach of any representation or warranty contained in this Agreement, the terms "material" and "Material Adverse Effect" or words of similar import contained in the representation or warranty will in each case be disregarded and without effect.

(b) Except in the case of fraud, intentional misrepresentation and intentional torts (which are addressed in Section 6.4(f) below), in no event will the Selling Securityholders be liable under Section 6.2 to indemnify the CarDomain Indemnitees for Losses incurred by the CarDomain Indemnitees: (i) with respect to Losses incurred pursuant to Section 6.2(a)(i), until the amount of those Losses exceeds a $50,000 aggregate threshold (the "***CarDomain Threshold Amount***"), except that if and when the aggregate amount of those Losses exceeds the CarDomain Threshold Amount, the Selling Securityholders will be obligated to indemnify the CarDomain Indemnitees against all Losses incurred by the CarDomain Indemnitees including the CarDomain Threshold Amount, (ii) to the extent the cumulative aggregate amount of the indemnifiable Losses under Section 6.2 exceeds $2,250,000 and (iii) as to each Selling Securityholder, to the extent that the cumulative indemnification obligations of such Selling Securityholder exceeds the aggregate value of the CarDomain Preferred Stock (as determined in subsection (h) below) received by such Selling Securityholder pursuant to this Agreement.

(c) Except in the case of fraud, intentional misrepresentation and intentional torts, in no event will CarDomain be liable under Section 6.3 to indemnify the Selling Securityholders for Losses incurred by the Selling Securityholders: (i) until the amount of those Losses exceeds a $50,000 aggregate threshold (the "***Selling Securityholders Threshold Amount***"), except that if and when the aggregate amount of those Losses exceeds the Selling Securityholders Threshold Amount, CarDomain will be obligated to indemnify the Selling Securityholders against all Losses incurred by the Selling Securityholders including the Selling Securityholders Threshold Amount, and (ii) to the extent the cumulative aggregate amount of the indemnifiable Losses under Section 6.3 exceeds $2,250,000.

(d) With respect to any claims asserted by CarDomain under Section 6.2(a)(v), in no event will the Selling Securityholders be liable under Section 6.2(a)(v) to indemnify the CarDomain Indemnitees for Losses incurred by the CarDomain Indemnitees from such claims until the amount of those Losses exceeds the Streetfire Working Capital Balance. If and when the aggregate amount of such Losses exceeds the Streetfire Working Capital Balance, the first $50,000 of such Losses in excess of the Streetfire Working Capital Balance will be settled in accordance with the provisions of Section 6.4(h). Thereafter, such Losses will be paid by the

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Selling Securityholders, at CarDomain's option, either in cash or through the forfeiture of shares of CarDomain Preferred Stock (as provided for in Section 6.4(h)); provided, however, that any Losses incurred after the one year anniversary of the date hereof shall be paid only through the forfeiture of shares of CarDomain Preferred Stock (as provided for in Section 6.4(h)).

(e) Each Selling Securityholder individually and on behalf of its heirs, spouse, children, successors, assigns and Affiliates, waives any right to receive indemnification or reimbursement of costs and expenses from Streetfire or the Surviving Corporation by virtue of serving as a director or officer, if applicable, of Streetfire prior to the Closing to the extent such indemnification or costs and expenses are Losses for which CarDomain Indemnitees are entitled to indemnification under Section 6.2.

(f) Notwithstanding anything to the contrary in this Agreement, absent fraud, intentional misrepresentation or intentional torts, the sole and exclusive remedy available to the CarDomain Indemnitees and the Selling Securityholders (and their successors and assigns) for Losses with respect to the transactions contemplated by this Agreement is the indemnification set forth in this Article VI, and neither the CarDomain Indemnitees, the Selling Securityholders nor any other Person that has rights under this Agreement will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, against any of the CarDomain Indemnitees, Streetfire or the Selling Securityholders with respect to the transactions contemplated by this Agreement, all of such remedies, entitlements and recourse being expressly waived by the parties to this Agreement to the fullest extent permitted by law. In the case of fraud, intentional misrepresentation or intentional torts, the liability of the Selling Securityholder (whether in its individual capacity under Article III or in his capacity as a director or officer of the Company under Article II) that committed the fraud, intentional misrepresentation or intentional tort is uncapped and unlimited by the procedures and limitations in this Article VI and CarDomain shall be permitted to pursue its remedies against such Selling Securityholder to the fullest extent permitted by law. The liability of the Selling Securityholders that did not commit such fraud, intentional misrepresentation or intentional tort shall be capped at the purchase price and otherwise limited and subject to the procedures described in this Article VI.

(g) Notwithstanding anything to the contrary in this Agreement, no Person will be entitled to receive indemnification or rights to recovery under this Agreement for any punitive or consequential damages.

(h) All indemnification obligations of the Selling Securityholders under Section 6.2, other than in the case of fraud, intentional misrepresentation and intentional torts or pursuant to Sections 6.4(d) and 7.9, shall be made, with respect to the indemnification obligation of each Selling Securityholder, at the option of such Selling Securityholder, either (i) in cash or (ii) by the cancellation of the portion of the CarDomain Preferred Stock (or CarDomain Common Stock, if such shares have been converted into Common Stock) received by such Selling Securityholder pursuant to this Agreement equal to the value of the indemnification obligation of such Selling Securityholder. The value attributed to such

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cancelled CarDomain Preferred Stock shall be the higher of (i) the liquidation preference then effective for such shares of stock under the CarDomain Articles of Incorporation or (ii) the then fair market value of the shares of CarDomain Common Stock into which such CarDomain Preferred Shares could then be converted (as determined in good faith by CarDomain's Board of Directors). The shares to be cancelled will be cancelled among the shares held by the Selling Securityholders pro rata in accordance with the issuance of such CarDomain Preferred Stock at the Effective Time (other than claims for breaches by a specific Selling Securityholder); provided, however, that, if CarDomain's Articles of Incorporation do not then permit the issuance of fractional shares, CarDomain may elect to aggregate claims representing fractional shares and satisfy such indemnification obligations from a single Selling Securityholder. Each of the Selling Securityholders will deliver an Assignment Separate from Certificate in the form attached hereto as Exhibit B at the Closing to facilitate such cancellation. In the event that CarDomain cancels any shares of CarDomain Preferred Stock pursuant to this Section 6.4(h), the Selling Securityholders shall promptly deliver to CarDomain the certificates of CarDomain Preferred Stock representing such shares for cancellation and reissuance in a reduced amount that reflects the cancellation of shares provided for in this Section 6.4(h).

(i) All indemnification obligations of CarDomain under Section 6.3 shall be made by the issuance of additional shares of CarDomain Preferred Stock equal to the value of the indemnity claim. The value attributed to such additional shares of CarDomain Preferred Stock shall be the then current fair market value of such shares (as determined in good faith CarDomain Board of Directors). In the event that CarDomain is obligated to deliver any such additional shares of CarDomain Preferred Stock pursuant to this Section 6.4(i), CarDomain shall promptly deliver certificates representing such shares of CarDomain Preferred Stock to the Selling Securityholders.

6.5 Claims Procedure

(a) Notwithstanding anything to the contrary in this Agreement, a Person shall not be entitled to recover for a Loss under Section 6.2 or 6.3 (such Person being an "***Indemnified Party***") unless on or before the Release Date (except for any claims for any breach of any Fundamental Representation for which a Claim Notice may be asserted following the Release Date) a claim with respect to such Loss has been asserted by written notice (a "***Claim Notice***") to either CarDomain (in the case of a claim by a Selling Securityholder) or the Selling Securityholders Representative (in the case of a claim by a CarDomain Indemnitee) (CarDomain or the Selling Securityholders, as applicable, the "***Indemnifying Party***"), setting forth in reasonable detail the aggregate amount and nature of the Indemnified Party's Losses or an estimate thereof (to the extent known or determinable at that time) and the basis for the claim (including, as applicable, the nature of the misrepresentation, breach or claim). No party shall be entitled to indemnification for any claim that is asserted after the Release Date, except for any claim for any breach of any Fundamental Representation (for which a Claim Notice may be asserted following the Release Date).

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(b) The Indemnifying Party shall have thirty (30) days after the delivery of a Claim Notice to review the Claim Notice and, if the Indemnifying Party determines that it has reasonable grounds to object to the Claim Notice, to deliver a written statement (an "***Objection***") to the Indemnified Party setting forth in reasonable detail its objection to Claim Notice. In the case of a Claim Notice by a CarDomain Indemnitee, during that thirty (30) day period CarDomain shall not exercise its rights under Section 6.4(g) of this Agreement with respect to the shares of CarDomain Preferred Stock that are covered by that Claim Notice unless the Selling Securityholders Representative provides CarDomain with written authorization to exercise those rights, and after that thirty (30) day period CarDomain shall not exercise its rights under Section 6.4(g) of this Agreement with respect to the shares of CarDomain Preferred Stock that are covered by that Claim Notice to the extent that those shares are covered by a pending Objection.

(c) If the Indemnifying Party delivers an Objection to the Indemnified Party within the requisite time period specified in Section 6.5(b), the Indemnifying Party and the Indemnified Party shall have a period of thirty (30) days to discuss the Claim Notice and the Objection and to attempt in good faith to agree upon the rights of the respective parties with respect to each of the claims. If after that thirty (30) day period there remains a dispute as to any claims, either the Indemnifying Party or the Indemnified Party may, by written notice (an "***Arbitration Notice***") to the other, demand arbitration of the matter unless the amount of the damage or loss is at issue in pending litigation with a third party, in which event arbitration shall not be commenced until such amount is ascertained or both parties agree to arbitration. Within twenty (20) days after the Arbitration Notice is sent, the Indemnifying Party (on the one hand) and the Indemnified Party (on the other hand) shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator. If either party fails to select an arbitrator during this period then the arbitrator that has been selected by the other party will select the two remaining arbitrators. The arbitrators will render a written, reasoned opinion and will otherwise follow the rules of Judicial Arbitration and Mediation Services in Seattle, Washington. The arbitrators will deliver the opinion to the Indemnifying Party and the Indemnified Party. The arbitrators will also set forth in the opinion an allocation of the expenses related to the arbitration (including legal fees) between the Indemnified Party and the Indemnifying Party. The decision of the arbitrators as set forth in the opinion will be binding and conclusive upon the parties to this Agreement. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction.

6.6 Third Party Claims

In the event that CarDomain becomes aware of a third-party claim which CarDomain believes gives rise to indemnification under this Section 6 (a "***Third Party Claim***"), CarDomain shall promptly notify the Selling Securityholders Representative of such Third Party Claim; *provided*, *however*, that the failure to give prompt notice shall not affect the indemnification provided hereunder except to the extent the Selling Securityholders Representative, on behalf of the Selling Securityholders, has been actually prejudiced as a result of such failure. The notice of Third Party Claim shall include, based on the information

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then available to CarDomain, a summary in reasonable detail of the basis for the claim and a reasonable estimate of the damages. The Selling Securityholders Representative shall be entitled to assume and control the defense of such Third Party Claim through counsel of its choice (such counsel to be reasonably acceptable to the Indemnified Party) if it gives notice of its intention to do so to CarDomain within ten (10) days of the receipt of such notice from CarDomain; *provided*, *however*, that the Selling Securityholders Representative shall not have the right to assume the defense of the Third Party Claim if (i) any such claim seeks, in addition to or in lieu of monetary losses, any injunctive or other equitable relief, or (ii) there is reasonably likely to exist a conflict of interest that would make it inappropriate (in the judgment of CarDomain in its reasonable discretion) for the same counsel to represent both CarDomain and the Selling Securityholders Representative. If the Selling Securityholders Representative assumes the defense of a Third Party Claim, it will conduct the defense actively and diligently and the expenses of the Selling Securityholders and all damages caused by or arising out of any settlement thereof shall be treated as Losses in accordance with this Section 6. CarDomain shall cooperate with the Selling Securityholders Representative in such defense and make available to the Selling Securityholders Representative, at the Selling Securityholders' expense, all witnesses, pertinent records, materials and information in CarDomain's possession or under CarDomain's control relating thereto as is reasonably requested by the Selling Securityholders Representative. Except with the written consent of CarDomain (not to be unreasonably withheld or delayed), the Selling Securityholders Representative will not, in the defense of a Third Party Claim, consent to the entry of any judgment or enter into any settlement.

In the event that the Selling Securityholders Representative fails or elects not to assume the defense of CarDomain against such Third Party Claim which the Selling Securityholders Representative had the right to assume pursuant to this Section 6.6, CarDomain shall have the right to defend or prosecute such claim in any manner as it may reasonably deem appropriate and may settle such claim after giving written notice thereof to the Selling Securityholders Representative, on such terms as CarDomain may reasonably deem appropriate, and CarDomain may seek prompt reimbursement pursuant to this Section 6 for any Losses incurred in connection with such settlement. If no settlement of such Third Party Claim is made, CarDomain may seek prompt reimbursement pursuant to this Section 6 for any Losses arising out of any judgment rendered with respect to such claim. If the Selling Securityholders Representative does not elect to assume the defense of a Third Party Claim which it has the right to assume hereunder, CarDomain shall have no obligation to do so.

In the event that the Selling Securityholders Representative is not entitled to assume the defense of CarDomain against such Third Party Claim pursuant to the Section 6.6, CarDomain shall have the right to defend or prosecute such claim and consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim in any manner it may reasonably deem appropriate after giving written notice thereof to the Selling Securityholders Representative, and CarDomain may seek prompt reimbursement pursuant to this Section 6 for any Losses incurred in connection with such judgment or settlement. In such case, CarDomain shall conduct the defense of the Third Party Claim actively and

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diligently, and the Selling Securityholders Representative shall cooperate with CarDomain in such defense and make available to CarDomain, at the Selling Securityholders' expense, all such witnesses, records, materials and information in the Selling Securityholders Representative's possession or under the Selling Securityholders Representative's control relating thereto as is reasonably requested by CarDomain. If no settlement of such Third Party Claim is made, CarDomain may seek prompt reimbursement pursuant to this Section 6 for any Losses arising out of any judgment rendered with respect to such claim.

6.7 Release by the Selling Securityholders

Effective upon the Closing, except for obligations of CarDomain expressly set forth in this Agreement, each Selling Securityholder, on behalf of that Selling Securityholder and each of that Selling Securityholder's past, present and future affiliates, his or her marital community, family members, heirs, executors, administrators, representatives, successors, beneficiaries and assigns (the "***Releasing Parties***"), hereby irrevocably and unconditionally waives, releases and discharges forever CarDomain, Streetfire, and each of their respective past or present directors, officers, employees and affiliates from any and all claims, demands, causes of action or other rights that that Selling Securityholder may have against any such released parties as of the Closing Date, including any and all liabilities, promises, debts, damages, demands and obligations to, and agreements with, the Selling Securityholder of any kind or nature whatsoever, whether in that Selling Securityholder's capacity as a stockholder, officer or director of Streetfire or otherwise, except that this Section 6.7 shall not apply in any way to any claims, demands, causes of action or other rights that the Selling Securityholders may have against Adam Bruce, his present and future affiliates, his marital community, family members, heirs, executors, administrators, representatives, successors, beneficiaries and assigns. Each Selling Securityholder covenants and agrees not to seek to recover any amounts in connection with any of the foregoing from CarDomain or any other released party under this Article VI. **The Selling Securityholders each acknowledges that it is familiar with section 1542 of the Civil Code of the State of California ("Section 1542"), which provides as follows:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Effective for all purposes as of the Effective Time, each of the Selling Securityholders waives and relinquishes on behalf of each Releasing Party any rights and benefits which such Releasing Party may have under Section 1542 or any similar statute or common law principle of any jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter hereof.

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ARTICLE VII - GENERAL

7.1 Expenses

Regardless of whether the transactions contemplated by this Agreement are consummated, each party will pay its own fees and expenses incident to the negotiation, preparation and execution of this Agreement and the other documents contemplated in this Agreement, and the consummation of the transactions contemplated hereby and thereby, including legal, accounting and financial advisory fees and expenses. If any action is brought to enforce this Agreement, the attorneys' fees and expenses of the substantially prevailing party or parties will be paid by the substantially non-prevailing party or parties to the action.

7.2 Notices

Any notice, request or demand desired or required to be given under this Agreement must be in writing given by personal delivery, confirmed facsimile transmission or overnight courier service, in each case addressed as respectively set forth on the signature page, if the addressee has given notice of an updated address, at the most recent updated address for the addressee. The effective date of any notice, request or demand will be the date of personal delivery, the date on which successful facsimile transmission is confirmed or the date actually delivered by a reputable overnight courier service, as the case may be, in each case properly addressed as provided in this Agreement and with all charges prepaid.

7.3 Entire Agreement

This Agreement (including the Schedules to this Agreement), the Articles of Merger, and the other certificates and documents delivered under this Agreement at Closing, taken together, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof.

7.4 Binding Effect; Assignability

This Agreement will be binding upon, and will be enforceable by and inure to the benefit of, the parties and their respective successors and assigns; provided, however, that neither this Agreement nor any rights or obligations of Streetfire or the Selling Securityholders under this Agreement may be assigned without the prior written consent of CarDomain, and any attempted assignment of this Agreement or any of the rights or obligations of Streetfire or the Selling Securityholders under this Agreement without the prior written consent of CarDomain will be void and of no effect. From and after the Closing, CarDomain and the Surviving Corporation will be free to assign their rights along with all related obligations under this Agreement at any time.

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7.5 Governing Law; Venue

This Agreement is governed by, and will be construed in accordance with, the laws of the State of Washington applicable to contracts executed in and to be performed in that state. Subject to the provisions of Section 6.5(c), in any action among or between any of the parties arising out of or relating to this Agreement, each of the parties irrevocably and unconditionally consents and submits to the sole and exclusive jurisdiction and venue of the state and federal courts located in King County, Washington.

7.6 Headings

The descriptive headings contained in this Agreement are included for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

7.7 Counterparts

This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties to this Agreement in separate counterparts, each of which when executed and delivered will be deemed to be an original but all of which taken together will constitute one and the same agreement.

7.8 Amendment and Waiver

After the Effective Time, this Agreement may be amended only under an instrument in writing signed by (a) CarDomain and (b) Selling Securityholders holding two-thirds of the CarDomain Preferred Stock issued at the Effective Time. No provision of this Agreement may be waived except by an instrument in writing signed by the waiving party.

7.9 Selling Securityholders Representative

(a) The Selling Securityholders Representative shall act as the representative of the Selling Securityholders' agent and true and lawful attorney-in-fact to act for and on behalf of the Selling Securityholders in all matters relating to or arising out of this Agreement or any other agreement related to the Merger, including, without limitation, the matters set forth in Article 6, including, specifically (i) asserting, prosecuting, resolving, compromising and settling any claim by CarDomain or a CarDomain Indemnitee, (ii) receiving and giving notices and communications, (iii) authorizing delivery of payments to the Selling Securityholders in satisfaction of claims by indemnified parties pursuant to Article 6, and (iv) retaining legal counsel, accountants, appraisers and other advisers in connection with any of the foregoing, all for the account of the Selling Securityholders. The Selling Securityholders shall be fully bound by the acts, decisions and agreements of the Selling Securityholders Representative taken and done pursuant to the authority herein granted. Such agency may be changed by Selling Securityholders who, as of immediately prior to the Effective Time, held at least a majority of the Streetfire Preferred Stock. No bond shall be required of the Selling Securityholders Representative, and the Selling Securityholders Representative shall receive

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no compensation for his services. Notices or communications to or from the Selling Securityholders Representative shall constitute notice to or from each of the Selling Securityholders.

(b) The Selling Securityholders shall indemnify and save and hold the Selling Securityholders Representative harmless from, and reimburse the Selling Securityholders Representative for, any liability incurred by the Selling Securityholders Representative based upon or arising out of any act, whether of omission or commission, of the Selling Securityholders Representative pursuant to the authority herein granted including acts of negligence on the part of the Selling Securityholders Representative other than acts, whether of omission or commission, of the Selling Securityholders Representative that constitute gross negligence, fraud or willful misconduct, in the exercise by the Selling Securityholders Representative of the authority herein granted.

(c) An aggregate amount of 272,420 shares of CarDomain Preferred Stock to be distributed to the Selling Securityholders pursuant to this Agreement shall be held back by CarDomain at the Closing (from each Selling Securityholder in proportion to the total number of shares of CarDomain Preferred Stock due to such Selling Securityholder) and made available to the Selling Securityholders Representative as a source of funds to pay the fees, costs and expenses of the Selling Securityholders Representative incurred in connection with the exercise by the Selling Securityholders Representative of its rights or the performance of its duties under this Agreement (the "***SSR Holdback***"). The Selling Securityholders Representative shall not be entitled to any other fee, commission or other compensation for the performance of its service hereunder. In the event that the Selling Securityholders Representative seeks reimbursement for any losses, liabilities or expenses pursuant to this Section 7.9, Selling Securityholders Representative shall deliver to CarDomain a certificate signed by the Selling Securityholders Representative (a "***Reimbursement Certificate***") specifying in reasonable detail the nature of the claim for which reimbursement is being sought and the amount of such reimbursement. CarDomain shall transfer to the Selling Securityholders Representative the portion of the SSR Holdback representing an amount equal to such reimbursement (with shares valued as set forth in Section 6.4 hereof) on or before the fifth business day following delivery of the Reimbursement Certificate.

(d) A decision, act, consent or instruction of the Selling Securityholders Representative shall constitute a decision of all Selling Securityholders and shall be final, binding and conclusive upon each Selling Securityholder, and CarDomain may rely upon any decision, act, consent or instruction of the Selling Securityholders Representative as being the decision, act, consent or instruction of each and every such Selling Securityholder.

(e) If the Selling Securityholders Representative resigns, becomes incapacitated or dies, the vacancy so created shall be promptly filled by agreement of Selling Securityholders who held at least a majority of the Streetfire Preferred Stock as of immediately prior to the Effective Time. Any time period for action by CarDomain or any CarDomain Indemnitee or during which CarDomain or any CarDomain Indemnitee has rights under this Agreement (including, without limitation, survival periods for representations and warranties as specified

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in Section 6.1, time periods for exercising rights to offset indemnification claims pursuant to Article VI or Section 1.7, and time periods to provide any notice) under this Agreement will be extended by the number of calendar days that elapses between the Selling Securityholders Representative's resignation, incapacity or death and the appointment of a replacement Selling Securityholders Representative pursuant to the preceding sentence, but only to the extent that CarDomain or a CarDomain Indemnitee is prejudiced, or unreasonably limited in its ability to exercise its rights or obligations under this Agreement, by the delay in the appointment of the replacement Selling Securityholders Representative.

7.10 Noncompetition and Nonsolicitation

In consideration of CarDomain's Agreement to enter into the Merger, and as a condition thereto, each of the Selling Securityholders (each, a "***Specified Individual***") listed on Exhibit C attached hereto covenants and agrees as follows:

(a) During the period from the Effective Time to and including the eighteen month anniversary of the Closing Date (the "***Noncompete and Nonsolicitation Period***"), none of the Specified Individuals shall, directly or indirectly, own any interest in, manage, control, participate in (whether as an owner, operator, manager, consultant, officer, director, employee, investor, agent, representative or otherwise), consult with, render services for, or in any manner engage in any business whose primary business activity is the operation of an online automotive enthusiast website; provided, however, that nothing herein shall prohibit the Specified Individuals from being a passive owner of not more than 5% of the outstanding stock of any class of securities of a corporation which is publicly traded or the owner of shares of CarDomain or its successors.

(b) During the Noncompete and Nonsolicitation Period, each Specified Individual agrees that it will not directly or indirectly through another entity (i) induce or attempt to induce any employee of CarDomain or its affiliates to leave the employ of CarDomain, or in any way interfere with the relationship between CarDomain or any of its affiliates and any employee thereof, (ii) hire any person who was an employee of CarDomain or any of its affiliates within 180 days prior to the time such employee is being considered for employment by the Specified Individual, or such entity, unless such employee was terminated by CarDomain or such affiliate after the Effective Time, or (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee, lessor or other business relation of CarDomain or any of its affiliates (or any prospective customer, supplier, licensee, licensor, franchisee, lessor or other business relation with which CarDomain or its affiliates has entertained discussions regarding a prospective business relationship) to cease or refrain from doing business with CarDomain or its affiliates or in any way interfere with the relationship (or prospective relationship) between any such customer, supplier, licensee, licensor, franchisee, or other business relation and CarDomain or its affiliates (including, without limitation, making any negative or disparaging statements or communication about CarDomain or its affiliates).

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(c) The Specified Individuals acknowledge and agree that the covenants set forth in this Section 7.10 are reasonable with respect to period, geographical area and scope and are necessary to protect the good will and business of CarDomain. Notwithstanding anything in this Section 7.10 to the contrary, if, at any time at any judicial proceeding, any of the restrictions stated in this Section 7.10 are found by a final order of a court of competent jurisdiction to be unreasonable or otherwise unenforceable under circumstances then existing, the Specified Individuals agree that the period, scope or geographical area, as the case may be, shall be reduced to the extent necessary to enable the court to enforce the restriction to the extent such provisions are allowable under law, giving effect to the agreement and intent of the parties that the restrictions contained herein shall be effective to the fullest extent permissible. In addition, the Specified Individuals acknowledge and agree that money damages or cancellation of CarDomain Preferred Stock may not be an adequate remedy for any breach or threatened breach of the provisions of this Section 7.10 and that, in such event, CarDomain or its successors or assigns shall, in addition to any other rights and remedies existing in its favor, be entitled to specific performance, injunctive or other relief from any court of competent jurisdiction in order to enforce or prevent any violations of the provisions of this Section 7.10 (including the extension of the Noncompete and Nonsolicitation Period applicable to the breaching Specified Individuals by a period equal to the length of court proceedings necessary to stop such violation); provided that such Specified Individual is found to have been in violation of the provisions of this Section 7.10. Any injunction shall be available without the posting of any bond or other security. In the event of an alleged breach or violation by a Specified Individual of any of the provisions of this Section 7.10, the Noncompete and Nonsolicitation Period will be tolled for such Specified Individual until such alleged breach or violation is resolved; provided that, if Specified Individual is found to not have violated the provisions of this Section 7.10, then the Noncompete and Nonsolicitation Period will not be deemed to have been tolled.

7.11 Redemption Credit Support

No later than six (6) months prior to each of the second and third anniversaries of the Closing, CarDomain will review its financial position and cash projections as they relate to CarDomain's ability to meet its potential redemption obligations with respect to the CarDomain Preferred Stock issued pursuant to this Agreement. If, in the good faith determination of CarDomain's Board of Directors, CarDomain is unlikely to have adequate cash reserves to permit such redemption, CarDomain will actively seek a line of credit, letter of credit or other financing arrangement to support its potential redemption obligation with respect to the CarDomain Preferred Stock. CarDomain will keep the Selling Securityholders Representative reasonably informed of its progress in obtaining this credit or financing support. If CarDomain is unable to secure independent third party credit or financing support prior to a given Redemption Date (as defined in the Amended and Restated Articles of Incorporation) which credit or financing results in the legal and immediate redemption of all shares for which redemption has been requested pursuant to a Redemption Notice (as defined in the Amended and Restated Articles of Incorporation), CarDomain and Alexander Algard, CarDomain's controlling shareholder, shall enter into a credit or other financing arrangement

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pursuant to which Alexander Algard shall provide CarDomain with sufficient funds to legally and immediately redeem all shares for which a Redemption Notice has been submitted to CarDomain, and CarDomain shall immediately redeem all such shares. To the extent CarDomain is any way prohibited from or otherwise fails to redeem all shares requested for redemption pursuant to a Redemption Notice, Alexander Algard shall purchase such shares directly from the requesting stockholders at a price equal to the Redemption Price.

7.12 Sale of Vidiac Assets

For a period of one calendar month after the Closing, CarDomain will use its commercially reasonable efforts to obtain a signed term sheet (a "***Qualified Term Sheet***"), from one of Ning, Inc., KickApps Corporation or Crunchyroll, Inc., for the purchase of the non-vehicle related assets of Vidiac, Inc. (the "***Vidiac Asset Sale***"). Provided that a Qualified Term Sheet has been obtained, until the two month anniversary of the date hereof, CarDomain shall use its commercially reasonable efforts to complete the Vidiac Asset Sale. Any proceeds from the Vidiac Asset Sale (net of all costs and expenses of completing the Vidiac Asset Sale) shall be distributed as follows: (i) eighty percent (80%) to the Selling Securityholders (in the same proportion as the CarDomain Preferred Stock is received by the Selling Securityholders pursuant to this Agreement), (ii) ten percent (10%) to Glenn Rogers and (iii) ten percent (10%) to CarDomain, and any indemnification, escrow or similar obligations (including transaction expenses if the Vidiac Asset Sale is not consummated for any reason) shall be borne in the same proportions. If the proceeds of the Vidiac Asset Sale do not generate sufficient cash to satisfy the transaction costs and expense obligations associated with the transaction, each of the Selling Securityholders, Glenn Rogers and CarDomain will pay their proportionate share (in accordance with the preceding sentence) of such cash expenses; provided that the Qualified Term Sheet has been approved by Selling Securityholders receiving a majority of the merger consideration under the terms of this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties to this Agreement have entered into and signed this Agreement and Plan of Merger as of the date and year first above written.

CARDOMAIN NETWORK, INC.

By ______________________________
Name: Alexander Algard
Title: President

Address: 3417 Fremont Ave North
Suite 400
Seattle, WA 98103

STREETFIRE, INC.

By ______________________________
Name: Glenn Rogers
Title: CEO

Address:

Executing solely to be bound with respect to Section 7.11:

____
Alexander Algard

Address: PO Box 9548
Seattle, WA 98109

SELLING SECURITYHOLDERS REPRESENTATIVE:

(Solely in his capacity as Selling Securityholders Representative)

____
Jeremy Liew

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IN WITNESS WHEREOF, the parties to this Agreement have entered into and signed this Agreement and Plan of Merger as of the date and year first above written.

CARDOMAIN NETWORK, INC.

By ______________________
Name: Alexander Algard
Title: President

Address:

STREETFIRE, INC.

By ______________________
Name: Glenn Rogers
Title: CEO

Address: 1832 OCEANWAY
LAGUNA BEACH, CA

Executing solely to be bound with respect to Section 7.11:

____
Alexander Algard

Address:

SELLING SECURITYHOLDERS REPRESENTATIVE:

(Solely in his capacity as Selling Securityholders Representative)

____
Jeremy Liew

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IN WITNESS WHEREOF, the parties to this Agreement have entered into and signed this Agreement and Plan of Merger as of the date and year first above written.

CARDOMAIN NETWORK, INC.

By ______________________________
Name: Alexander Algard
Title: President

Address:

STREETFIRE, INC.

By ______________________________
Name: Glenn Rogers
Title: CEO

Address:

Executing solely to be bound with respect to Section 7.11:

____
Alexander Algard

Address:

SELLING SECURITYHOLDERS REPRESENTATIVE:

(Solely in his capacity as Selling Securityholders Representative)

____
Jeremy Liew

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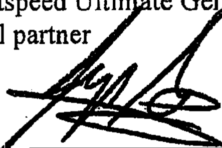
SELLING SECURITYHOLDERS:

Lightspeed Venture Partners

By: Lightspeed General Partner VII, L.P.,
its general partner

By: Lightspeed Ultimate General Partner VII, Ltd.,
its general partner



Jeremy Liew
Duly authorized signatory

Address: 2200 SAND HILL ROAD
SUITE 100
MENLO PARK, CA - 94025

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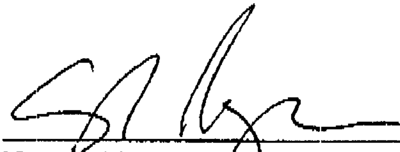
SELLING SECURITYHOLDER:



Name: Glenn Rogers
Address: 1832 OCEAN WAY
LAGUNA BEACH, CA

Name: Jeremy Farber
Address:

Name: Christopher Jones
Address:

Name: Adam Bruce
Address:

Name: Tad Czyewski
Address:

SELLING SECURITYHOLDER:

Name: Glenn Rogers
Address:

Name: Jeremy Farber
Address: 16610 Egret Circle
Pensacola, FL 32507

Name: Christopher Jones
Address:

Name: Adam Bruce
Address:

Name: Tad Czyewski
Address:

SELLING SECURITYHOLDER:

Name: Glenn Rogers
Address:

Name: Jeremy Farber
Address:

Christopher H. Jones

Name: Christopher Jones
Address:
13900 Panay Way Apt M204
Marina del Rey, CA 90292

Name: Adam Bruce
Address:

Name: Tad Czyewski
Address:

EXHIBIT A

CarDomain Shareholders Agreement

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CARDOMAIN NETWORK, INC.

SHAREHOLDERS AGREEMENT

This Shareholders Agreement (this "***Agreement***") is entered into as of April ____, 2009 by and among CarDomain Network, Inc., a Washington corporation (the "***Company***"), the holders of Common Stock of the Company ("***Common Stock***") listed on ***Schedule A*** hereto (the "***Common Shareholders***"), and the holders of Series A Preferred Stock of the Company ("***Series A Preferred Stock***") listed on ***Schedule B*** hereto (the "***Series A Shareholders***," together with the Common Shareholders, the "***Shareholders***").

This Agreement shall become effective upon, and only upon, the closing of the transactions contemplated by the Agreement and Plan of Merger (the "***Merger Agreement***"), dated as of the date of this Agreement, by and among the Company, StreetFire, Inc., a Delaware corporation ("***StreetFire***"), the Series A Shareholders and Jeremy Liew as the representative of the Series A Shareholders (the "***Merger***"). Immediately upon the closing of the Merger, this Agreement shall become effective automatically without any further action of the parties hereto.

RECITALS

WHEREAS, StreetFire and the Company believe it advisable and in their respective best interests to effect the Merger pursuant to the Merger Agreement; and

WHEREAS, it is a condition to the closing of the Merger that this Agreement be executed by the Company and the Shareholders, and the Company and the Shareholders are willing to execute and deliver, and be bound by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth below and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer Restrictions

1.1 General. Except as otherwise provided in this Agreement, no Shareholder will sell, assign, transfer, pledge, hypothecate, or otherwise encumber or dispose of in any way whether by operation of law, court order, voluntarily or otherwise ("***Transfer***"), all or any part of or any interest in the Equity Securities (as defined below) now or hereafter owned or held by such Shareholder unless such Shareholder has first fully complied with the requirements of this Agreement. Any Transfer of Equity Securities not made in compliance with this Agreement shall be null and void, shall not be recorded on the books of the Company and shall not be recognized by the Company.

1.2 Definitions.

(a) Equity Securities. For purposes of this Agreement, the term "***Equity Securities***" shall include (i) any securities having voting rights in the election of the Board of Directors of the Company (the "***Board***") (including without limitation the Common Stock and

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the Series A Preferred Stock), (ii) any securities evidencing an ownership interest in the Company, and (iii) any securities convertible into or exercisable for any shares of the foregoing.

(b) Holders. For purposes of this Agreement, the term "***Holders***" shall mean the Shareholders or persons who have acquired shares from any of such persons or their transferees or assignees in accordance with the provisions of this Agreement.

1.3 Rights of Refusal.

(a) Transfer Notice. If at any time any Shareholder ("***Selling Shareholder***") proposes to Transfer any Equity Securities ("***Offered Shares***") to one or more third parties ("***Transferee(s)***"), then such Selling Shareholder shall give the Company and each other Holder written notice of such Selling Shareholder's intention to make the Transfer (the "***Transfer Notice***"), which Transfer Notice shall include (i) a description of the Offered Shares, (ii) the identity of the prospective Transferee(s) and a description of any relationship between such Transferee and the Selling Shareholder, and (iii) the consideration and other material terms and conditions upon which the proposed Transfer is to be made. The Transfer Notice shall certify that the Selling Shareholder has received a firm offer from the prospective Transferee(s) and in good faith believes a binding agreement for the Transfer is obtainable on the terms set forth in the Transfer Notice. The Transfer Notice shall also include a copy of any written proposal, term sheet or letter of intent or other agreement relating to the proposed Transfer.

(b) Company's Option. The Company shall have an option for a period of fifteen (15) calendar days from the effective date of the Transfer Notice to elect to purchase the Offered Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice. The Company may exercise such purchase option as to all or a portion of the Offered Shares by notifying the Selling Shareholder in writing on or before the fifteenth (15th) day after the effective date of the Transfer Notice as to the number of such Offered Shares which the Company wishes to purchase. If the Company gives the Selling Shareholder notice that it desires to purchase some or all of the Offered Shares, then payment for the Offered Shares to be purchased shall be by check or wire transfer, against delivery of the Offered Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than sixty (60) days after the effective date of the Transfer Notice, unless the Transfer Notice contemplated a later closing with the prospective third party Transferee(s) or unless the value of the purchase price has not yet been established pursuant to Section 1.3(e). If the Company fails to purchase all or a portion of the Offered Shares by exercising the option granted in this Section 1.3(b) within the period provided, the Offered Shares shall be subject to the option granted to the Holders pursuant to Section 1.3(c) below.

(c) Additional Transfer Notice. If the Company declines to purchase any portion of the Offered Shares pursuant to Section 1.3(b), the Company shall give each other Holder an "***Additional Transfer Notice***" which shall include all of the information and certifications required in a Transfer Notice and shall additionally identify the Offered Shares which the Company has declined to purchase (the "***Remaining Shares***") and briefly describe Holders' right of first refusal and co-sale right with respect to the proposed Transfer.

(d) Holders' Option. The Holders shall have an option for a period of twenty (20) days from the effective date of the Additional Transfer Notice to elect to purchase their

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respective Pro Rata Share (as defined below) of the Remaining Shares at the same price and subject to the same material terms and conditions as described in the Additional Transfer Notice. Each Holder may exercise such purchase option and as to all or any portion of his, her or its Pro Rata Share (with any reallotments as provided below) of the Remaining Shares by notifying the Selling Shareholder and the Company in writing on or before the twentieth (20th) day after the effective date of the Additional Transfer Notice as to the number of such Remaining Shares which he, she or it wishes to purchase (including any reallotment). "***Pro Rata Share***" of the Remaining Shares shall mean and be determined by multiplying the number of Remaining Shares by a fraction, the numerator of which shall be the number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Series A Preferred Stock or other convertible securities) owned by such Holder on the date of the Transfer Notice and the denominator of which shall be the total number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Series A Preferred Stock or other convertible securities) held by all Holders on the date of the Transfer Notice. Each Holder shall have a right of reallotment such that, if any other Holder fails to exercise the right to purchase his, her or its full Pro Rata Share of the Remaining Shares, the other participating Holders may exercise an additional right to purchase, on a pro rata basis, the Remaining Shares not previously purchased. Each Holder shall be entitled to apportion Remaining Shares to be purchased among its partners and affiliates. If a Holder gives the Selling Shareholder notice that such Holder desires to purchase its Pro Rata Share of the Remaining Shares and, as the case may be, its reallotment, then payment for the Remaining Shares shall be made by check or wire transfer, against delivery of the Remaining Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than ninety (90) days after the effective date of the Transfer Notice, unless the Transfer Notice contemplated a later closing with the prospective third party Transferee(s) or unless the value of the purchase price has not yet been established pursuant to Section 1.3(e).

(e) Valuation of Property. If the purchase price specified in the Transfer Notice or Additional Transfer Notice is payable in property other than cash or evidences of indebtedness, the Company and Holders shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If the Selling Shareholder and the Company cannot agree on such cash value within ten (10) days after the Company's receipt of the Transfer Notice, the valuation shall be made by an appraiser of recognized standing selected by the Selling Shareholder and the Company or, if they cannot agree on an appraiser within twenty (20) days after the Company's receipt of the Transfer Notice, each shall select an appraiser of recognized standing and the two appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by the Selling Shareholder and the Company, with the half of the cost borne by the Company. If the time for the closing of the Company's purchase has expired but for the determination of the value of the purchase price offered by the prospective Transferee(s), then such closing shall be held on or prior to the fifth business day after such valuation shall have been made pursuant to this subsection.

1.4 Right of Co-Sale.

(a) In the event of a proposed Transfer pursuant to Section 1.3, each Holder (a "***Selling Holder***" for purposes of this Section 1.4) which notifies the Selling Shareholder and the

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Company in writing within ten (10) days after the effective date of the Transfer Notice shall have the right to sell the Equity Securities held by such Selling Holder and participate in the sale of Equity Securities by the Selling Shareholder on the same terms and conditions as specified in the Transfer Notice. Such Selling Holder's notice to the Selling Shareholder and the Company shall indicate the number of shares of Equity Securities the Selling Holder wishes to sell under his, her or its right to participate, determined as provided below. To the extent one or more of the Holders exercises such right of co-sale in accordance with the terms and conditions set forth below, the number of shares of Equity Securities that the Selling Shareholder may sell in the Transfer shall be correspondingly reduced.

(b) Each Selling Holder may sell all or any part of that number of shares of Equity Securities equal to the product obtained by multiplying (i) the aggregate number of Offered Shares by (ii) such Selling Holder's Pro Rata Share on the effective date of the Transfer Notice.

(c) Each Selling Holder shall effect its participation in the sale by promptly delivering to the Selling Shareholder for Transfer one or more certificates, properly endorsed for Transfer, which represent:

(i) the type and number of shares of Equity Securities which such Selling Holder elects to sell; or

(ii) that number of shares of Equity Securities which are at such time convertible into the number of shares of Common Stock which such Selling Holder elects to sell; provided, however, that if the prospective Transferee objects to the delivery of Equity Securities in lieu of Common Stock, such Selling Holder shall convert such Equity Securities into Common Stock and deliver Common Stock as provided in this Section 1.4, and such Selling Holder's right to participate in such Transfer is contingent on its doing so. The Company agrees to make any such conversion concurrent with and contingent on the actual Transfer.

(d) The stock certificate or certificates that the Selling Holder delivers to the Selling Shareholder pursuant to Section 1.4(d) shall be transferred to the prospective Transferee in consummation of the sale of the Offered Shares (together with the Equity Securities proposed to be sold by any Selling Holder) pursuant to the terms and conditions specified in the Transfer Notice, and the Selling Shareholder shall concurrently therewith remit to such Selling Holder that portion of the sale proceeds to which such Selling Holder is entitled by reason of his, her or its participation in such sale. To the extent that any prospective Transferee(s) prohibit such assignment or otherwise refuse to purchase Equity Securities from a Selling Holder exercising his, her or its right of co-sale hereunder, the Selling Shareholder shall not sell to such prospective Transferee(s) the Offered Shares or any Equity Securities unless and until, simultaneously with such sale, the Selling Shareholder shall purchase the Equity Securities proposed to be sold by the Selling Holder who exercises his, her or its co-sale right hereunder from such Selling Holder for the same consideration and on the same terms and conditions as the proposed transfer described in the Transfer Notice.

1.5 Non-Exercise of Rights. To the extent that the Company and Holders have not exercised their respective right to purchase the Offered Shares within the time periods specified in Section 1.3 and the Holders have not exercised their rights to participate in the sale of the Offered Shares within the time periods specified in Section 1.4, the Selling Shareholder shall

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have a period of thirty (30) days from the expiration of such rights in which to sell the Offered Shares upon terms and conditions (including the purchase price) no more favorable than those specified in the Transfer Notice to the Transferee(s) identified in the Transfer Notice. The sale to the Transferee(s) shall be conditioned upon the Transferee(s) becoming a party to this Agreement and the right of first refusal and co-sale right hereunder. In the event the Selling Shareholder does not consummate the Transfer of the Offered Shares within the thirty (30) day period from the expiration of the right of first refusal and co-sale right hereunder, such rights of the Company and the Holder shall continue to be applicable to any subsequent Transfer of such shares, until such rights terminate in accordance with the terms of this Agreement. Furthermore, the exercise or nonexercise of the rights of the Company and the Holders under this Section 1 with respect to any proposed Transfer shall not adversely affect their rights with respect to any subsequent Transfers.

1.6 Limitations to Rights of Refusal and Co-Sale. Notwithstanding the provisions of Sections 1.3 and 1.4 of this Agreement, Shareholders may Transfer, with or without consideration, Equity Securities (i) to any spouse or member of such Shareholder's immediate family, (ii) to a custodian, trustee (including a trustee of a voting trust), executor, or other fiduciary for the account of such Shareholder's spouse or members of such Shareholder's immediate family, (iii) to a trust for such Shareholder's own self, or to a charitable remainder trust or similar entity, (iv) to a partner or retired partner of a Shareholder that is a partnership, or (v) to an entity controlling, controlled by or under common control with any Shareholder that is not an individual; provided, however, that each such Transferee, prior to the completion of the Transfer, shall have executed documents assuming the obligations of the Shareholder under this Agreement with respect to the Equity Securities transferred pursuant to this Section 1.6.

1.7 Prohibited Transfers.

(a) In the event a Shareholder (a "***Defaulting Shareholder***") should sell any Equity Securities in contravention of the co-sale rights of the Holders under Section 1.4 (a "***Prohibited Transfer***"), the Holders, in addition to such other remedies as may be available at law, in equity or hereunder, shall have the put option provided below, and such Defaulting Shareholder shall be bound by the applicable provisions of such option.

(b) In the event of a Prohibited Transfer, each Holder shall have the right to sell to the Defaulting Shareholder the type and number of shares of Equity Securities equal to the number of shares each Holder would have been entitled to Transfer to the third-party Transferee(s) under Section 1.4 hereof had the Prohibited Transfer been effected pursuant to and in compliance with the terms hereof. Such sale shall be made on the following terms and conditions:

(i) The price per share at which the Equity Securities are to be sold to the Defaulting Shareholder shall be equal to the price per share paid by the Transferee(s) to the Defaulting Shareholder in the Prohibited Transfer. Such Defaulting Shareholder shall also reimburse each Holder for any and all fees and expense, including legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Holder's rights under Section 1.4.

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(ii) Within ninety (90) days after the later of the dates on which the Holders (A) received notice of the Prohibited Transfer or (B) otherwise become aware of the Prohibited Transfer, each Holder shall, if exercising the option created hereby, deliver to the Defaulting Shareholder the certificate or certificates representing Equity Securities to be sold, each certificate to be properly endorsed for transfer.

(iii) The Defaulting Shareholder shall, upon receipt of the certificate or certificates for the Equity Securities to be sold by a Holder, pursuant to this Section 1.7, pay the aggregate purchase price therefor and the amount of reimbursable fees and expenses, as specified in subparagraph 1.7(b)(i), in cash or by other means acceptable to the Holder.

(iv) Notwithstanding the foregoing, any attempt by the Defaulting Shareholder to Transfer Equity Securities in violation of Section 1 hereof shall be void, and the Company agrees it will not affect such Transfer nor will it treat any alleged Transferee(s) as the holder of such Equity Securities without the written consent of a majority in interest of the Holders (but excluding the Defaulting Shareholder).

2. Voting

2.1 Agreement to Vote. Each Shareholder agrees, on behalf of itself and any transferee or assignee of any shares of capital stock of the Company held by such Shareholder, to hold all Equity Securities now or hereafter owned by such Shareholder or over which such Shareholder has voting power (the "***Shares***") subject to, and to vote the Shares at all regular or special meetings of shareholders (or by written consent) in accordance with, the provisions of this Section 2.

2.2 Board Size. Each Shareholder shall vote at all regular or special meetings of shareholders (or by written consent) all Shares owned by such Shareholder as may be required to ensure that the size of the Board is set at five directors or such other number as may be established by approval of the Board.

2.3 Election of Directors.

In any election of directors of the Company, each Shareholder shall vote at all regular or special meetings of shareholders (or by written consent) all Shares owned by them as may be necessary to elect the following persons to the Board:

(a) One director designated by Lightspeed Venture Partners ("***Lightspeed***") so long as Lightspeed and its affiliates collectively own at least 1,000,000 shares of Series A Preferred Stock (the "***Preferred Director***"). The parties agree that the Preferred Director shall initially be Jeremy Liew;

(b) Three directors designated by Alexander Algard ("***Algard***") so long as Algard continues to own at least 5,000,000 shares of Common Stock (on an as-converted basis) (the "***Common Directors***"). The parties agree that the Common Directors shall initially be Algard with two vacancies to be filled by appointment by the Board at a later date as directed by Algard; and

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(c) The Company's Chief Executive Officer (the "***CEO Director***"), who shall initially be Glenn Rogers, provided that if for any reason the CEO Director shall cease to serve as the Chief Executive Officer of the Company, each of the Shareholders shall promptly vote their respective Shares (i) to remove the former Chief Executive Officer from the Board if such person has not resigned as a member of the Board and (ii) to elect such person's replacement as Chief Executive Officer of the Company as the new CEO Director.

2.4 Removal. Any director of the Company may be removed from the Board in the manner allowed by law and the Company's Amended and Restated Articles (the "***Articles***") and Bylaws (the "***Bylaws***"), each as may be amended from time to time; provided, however, that no director elected pursuant to Section 2.3(a) or (b) may be removed from office except by the affirmative vote, at a meeting or by written consent, of a majority in voting power of the group entitled to appoint such director under the terms of this Agreement (the "***Required Vote***"). In the event any director's removal is approved by a Required Vote with respect to such director, all Shareholders shall immediately vote all Shares then held by them or as to which they have voting power to cause such removal to be effected and to cause any replacement director specified by the such group in connection with such Required Vote to be elected to the Board to fill the vacancy created by such removal.

2.5 No Liability for Election of Recommended Directors. Neither the Company nor any Shareholder makes any representation or warranty as to the fitness or competence of the nominee of any party hereunder to serve on the Board by virtue of such party's execution of this Agreement or by the act of such party in voting for such nominee pursuant to this Agreement.

2.6 Grant of Proxy. Should the provisions of this Agreement be construed to constitute the granting of proxies, such proxies shall be deemed coupled with an interest and are irrevocable for the term of this Agreement.

3. Drag-Along Right

3.1 Drag Along. In the event that (a) the Board and (b) the holders of at least 50% of the shares of Common Stock then issued (including shares of Common Stock issuable upon conversion of Series A Preferred Stock or other convertible securities) (the "***Drag-Along Holders***") approve a bona fide arm's length transaction that would constitute a Liquidation Event (as defined in the Articles), then each Shareholder agrees to vote all Shares held by such Shareholder in favor of such transaction, and shall be obligated to and shall: (a) sell, transfer and deliver, or cause to be sold, transferred and delivered to the acquiror or acquirors in such Liquidation Event, all Shares owned by such Shareholder on substantially the same terms applicable to the Drag-Along Holders; (b) if applicable, vote all Shares owned by such Shareholder at any meeting of shareholders called in part for such purpose (or execute a written consent in lieu thereof) in favor of such Liquidation Event without reservation of rights; (c) refrain from exercising any applicable dissenters' rights or rights of appraisal under applicable law at any time with respect to such matters; and (d) execute and deliver all such instruments of conveyance and transfer and take all such other action, including executing any purchase agreements, merger agreements, indemnity agreements, escrow agreements, stock powers or other documents related to the Liquidation Event as the Drag-Along Holders or the acquiror or

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acquirors in such Liquidation Event may reasonably require in order to carry out the terms and provisions of this Section 3. Further, no Shareholder shall be liable for more than such Shareholder's pro rata share (based on the amount of consideration received) of the aggregate consideration paid to all of the Company's shareholders in the Liquidation Event. This Section 3 shall be subject to the following conditions:

(a) The consideration payable with respect to each share in each class or series as a result of such Liquidation Event is the same (except for cash payments in lieu of fractional shares) as for each other share in such class or series;

(b) The payment with respect to each share of Common Stock and Series A Preferred Stock is an amount at least equal to the amount payable in accordance with the Articles;

(c) The Holder shall not be required to make any representation or warranties in connection with the Liquidation Event except with respect to (i) such Holder's ownership of Company securities and (ii) such Holder's ability to convey title thereto free and clear of any liens, encumbrances or adverse claims;

(d) The Holder's aggregate liability under the agreement governing the Liquidation Event with respect to all breaches of the representations, warranties and covenants contained therein is limited to such Holder's pro rata portion of the proceeds of such Liquidation Event; and

(e) The Holder is not required to pay any out-of-pocket costs in connection with the Liquidation Event, other than its own legal, tax, accounting and other advisor expenses.

4. Other Agreements

4.1 Information Rights. The Company shall deliver to each Shareholder who holds at least 20 percent (20%) of the shares of Series A Preferred Stock (or the equivalent number of shares of Common Stock issued upon conversion of such number of shares of Series A Preferred Stock) issued pursuant to the Merger Agreement (a "***Major Investor***"):

(a) as soon as practicable, but in any event within 120 days after the end of each fiscal year of the Company, an income statement for such fiscal year, a balance sheet of the Company and statement of shareholder's equity as of the end of such year (in each case, on a consolidated basis for the Company and its subsidiaries, if any);

(b) within 30 days of the end of each month, an income statement and statement of cash flows and balance sheet for and as of the end of such month (in each case, on a consolidated basis for the Company and its subsidiaries, if any); and

(c) such other information relating to the financial condition, business or corporate affairs of the Company as the Major Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated pursuant to this section 4.1(c) to deliver any information (i) that it reasonably considers to be a trade secret or similar confidential

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information or (ii) that the Company does not currently prepare or collect as part of its ordinary course operations and that it reasonably considers to be unduly burdensome to prepare or collect in the order to satisfy the request.

4.2 Right of First Offer. (a) If the Company proposes to issue additional shares of capital stock in a bona fide equity financing of the Company it shall provide each Shareholder with a written notice (the "***Issuance Notice***" stating (i) its bona fide intention to offer such additional shares of capital stock, (ii) the number of such additional shares of capital stock to be offered, (iii) the price and terms upon which it proposes to offer such additional shares of capital stock. By written notification received by the Company, within 15 calendar days after receipt of the Issuance Notice, each Shareholder may elect to purchase, at the price and on the terms specified in the Issuance Notice, up to that portion of such additional shares of capital stock (such Shareholder's "***Pro Rata Portion***") determined by multiplying the number of shares of capital stock identified in the Issuance Notice by a fraction, the numerator of which shall be the number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Series A Preferred Stock or other convertible securities) owned by such Shareholder on the date of the Issuance Notice and the denominator of which shall be the total number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Series A Preferred Stock or other convertible securities and upon exercise of all outstanding options and warrants) outstanding on the date of the Issuance Notice. This right of first offer will not apply to issuances of capital stock that are not for bona fide equity financing purposes, including securities issued in compensation for services provided or as incentive to provide services, securities issued in connection with leasing, banking or other similar arrangements, securities issued in connection with an acquisition and securities issued upon conversion or exercise of other outstanding securities.

(b) If all the shares of capital stock proposed to be issued by the Company in the Issuance Notice are not elected to be obtained by the Shareholders, the Company may, during the 90 day period following the period provided for in Section 4.2(a), offer the remaining unsubscribed portion of such additional shares of capital stock to any purchaser or purchasers at a price not less than and upon terms no more favorable to the offeree than those specified in the Issuance Notice.

(c) The right of first offer in this Section 4.2 shall not be applicable with respect to any Shareholder with regard to any issue of additional shares of capital stock if at the time of such issuance such Shareholder is not an accredited investor and the Company is limiting the issuance to accredited investors.

5. General

5.1 Assignments and Transfers; No Third Party Beneficiaries. This Agreement and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns and legal representatives, but shall not otherwise be for the benefit of any third party. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

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5.2 Legend. Each existing or replacement certificate for Shares now owned or hereafter acquired by the Shareholders shall bear a legend substantially as follows:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A SHAREHOLDERS AGREEMENT DATED AS OF APRIL ____, 2009, AS AT ANY TIME AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, OR ENCUMBERED EXCEPT IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SAID AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY AND WILL BE FURNISHED TO THE HOLDER OF THIS CERTIFICATE UPON REQUEST AND WITHOUT CHARGE."

5.3 Notices. Unless otherwise provided, any notice under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) upon confirmation of receipt by fax or email by the party to be notified, (c) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d), or (d) three (3) days after deposit with the United States Post Office, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address indicated on the signature page hereto, or at such other address as such party may designate by ten (10) days' advance written notice to the other party given in the foregoing manner, and, in the case of any permitted transferee of a party to this Agreement or its transferee, to such transferee at its address as designated in writing by such transferee to the Company from time to time.

5.4 Further Instruments and Actions. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement. The Shareholders agree to cooperate affirmatively with the Company and each other to the extent reasonably requested by a party in interest to enforce the rights and obligations under this Agreement.

5.5 Term. This Agreement shall terminate upon the earlier of (i) the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, or (ii) a Liquidation Event.

5.6 Governing Law. This Agreement shall be interpreted under the laws of the State of Washington without reference to Washington conflicts of law provisions.

5.7 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of (a) the Company, (b) a majority in voting power of the Common Shareholders to the extent they are at such time Holders hereunder, and (c) two thirds (2/3) of the voting power of the Series A Shareholders to the extent they are at such time Holders hereunder; provided that the provisions of Section 2.3(a) may only be amended or waived with the consent of Lightspeed and the provisions of Section 2.3(b) may only be amended or waived with the consent of Algard. Any amendment or waiver effected in accordance with this paragraph shall be binding upon the

Company and all Holders and their respective successors and assigns.

5.8 Severability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.9 Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including an arbitration, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

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

[*Signature Page Follows*]

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The undersigned have executed this Shareholders Agreement as of the date first written above.

CARDOMAIN NETWORK, INC.

By:____________________________________
Name: Alexander Algard
Title: President

Address:
3417 Fremont Avenue North, Suite 400
Seattle, WA 98103

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COMMON SHAREHOLDERS:

ALEXANDER ALGARD

____
Alexander Algard

Address:
____
____

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SERIES A SHAREHOLDERS:

Lightspeed Venture Partners

By: Lightspeed General Partner VII, L.P.,
its general partner

By: Lightspeed Ultimate General Partner VII, Ltd.,
its general partner

____

Jeremy Liew
Duly authorized signatory

Address:

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SERIES A SHAREHOLDERS:

G&H PARTNERS

By:_______________________________________
Name:
Title:

Address:
____
____

GC&H INVESTMENTS, LLC

By:_______________________________________
Name:
Title:

Address:
____
____

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SERIES A SHAREHOLDERS:

GLENN ROGERS

____

Glenn Rogers

Address:

____

____

CHRISTOPHER JONES

____

Christopher Jones

Address:

____

____

JEREMY FARBER

____

Jeremy Farber

Address:

____

____

TAD CZYEWSKI

____

Tad Czyewski

Address:

____

____

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SCHEDULE A

COMMON SHAREHOLDERS

Name	Shares of Common Stock
Alexander Algard	46,607,836

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SCHEDULE B

SERIES A SHAREHOLDERS

Name	Shares of Series A Preferred Stock
Lightspeed Venture Partners	5,176,186
G&H Partners	16,925
GC&H Investments	16,925
Glenn Rogers	11
Christopher Jones	306,429
Jeremy Farber	306,429
Tad Czyewski	117

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EXHIBIT B

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED and pursuant to that certain Agreement and Plan of Merger between the undersigned ("***Selling Securityholder***") and CarDomain Network, Inc. ("***CarDomain***") dated as of April __, 2009 (the "***Agreement***"), Selling Securityholder hereby sells, assigns and transfers unto CarDomain ________________________________ (________) shares of the Common Stock of CarDomain and ____________________________ (________) shares of the Series A Preferred Stock of CarDomain standing in Selling Securityholder's name on CarDomain's books and represented by Certificate(s) No. ___________, and hereby irrevocably constitutes and appoints _____________________ to transfer those shares of stock on the books of CarDomain with full power of substitution in the premises. THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE AGREEMENT AND THE EXHIBITS THERETO.

Dated: _____________________

Signature:

____
Name:

____

Spouse of Selling Securityholder (if applicable)

Instruction: Do not fill in any blanks other than the signature line. The purpose of this assignment is to enable CarDomain to exercise its right to cancel shares of Selling Securityholder in fulfillment of Selling Securityholder's obligation to indemnify CarDomain for certain losses, as set forth in the Agreement, without requiring additional signatures on the part of the Selling Securityholder.

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EXHIBIT C

LIST OF SPECIFIED INDIVIDUALS

Jeremy Farber

Christopher Jones

Adam Bruce

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