

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Focus on Surety, LLC		08/01/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Nielson, Hoover & Company, Inc.		
Street Address:	8000 Governors Square Boulevard		
Internal Address:	Suite 101		
City:	Miami Lakes		
State/Country:	FLORIDA		
Postal Code:	33016		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85028213	SURETEGRITY	
CORRESPONDENCE DATA			
Fax Number:	3056627617		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3056627618		
Email:	teri@rrobinsonlaw.com		
Correspondent Name:	Raymond L. Robinson Esq, RobinsonLaw PA		
Address Line 1:	1501 Venera Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Coral Gables, FLORIDA 33146		
NAME OF SUBMITTER:	Raymond L. Robinson		
SIGNATURE:	/Raymond L. Robinson/		
DATE SIGNED:	09/05/2014		
Total Attachments: 43			
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ASSET PURCHASE AGREEMENT

by and among

Nielson, Hoover & Company, Inc.

as the Purchaser,

Focus!...on Surety, LLC,

as the Company

AND

Daniel T. Buckles

and

Elizabeth A. Buckles

as the Members

Dated as of August 1, 2014

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LIST OF EXHIBITS

Exhibit A	Form of Note
Exhibit B	Software License Agreement
Exhibit C	Bill of Sale-Intentionally Deleted
Exhibit D	Assignment and Assumption Agreement-Intentionally Deleted

LIST OF SCHEDULES

Schedule 4.1	Trade Names, DBA's and Fictitious Names
Schedule 4.2(a)	Memberships Interests
Schedule 4.4	Consents
Schedule 4.10	Proceedings
Schedule 4.11	Compliance with Law
Schedule 4.14(a)	Intellectual Property

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of August 1, 2014, is made and entered into by and among Nielson, Hoover & Company, Inc., a Florida corporation, (the "Purchaser") and Focus on Surety, LLC, a Florida limited liability company (the "Company") and Daniel T. Buckles and Elizabeth A. Buckles (the "Member(s)") however "Member" when used in the singular shall mean only Daniel T. Buckles. The Purchaser and the Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. The Parties desire to enter into this Agreement pursuant to which the Company proposes to sell to the Purchaser, and the Purchaser proposes to purchase from the Company, substantially all of the assets used or held for use in the conduct of the Business as a going concern, B. The Member(s) own all of the issued and outstanding Interests of the Company.

C. The Parties desire to make certain representations, warranties and agreements in connection with the Acquisition.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

(a) The following Terms, as used herein, have the following meanings:

"Affiliate" means, with respect to any Person, (a) a director, officer, partner, member, beneficiary or stockholder of such Person; (b) a spouse, parent, sibling or child of such Person (or spouse, parent, sibling or child of any director or executive officer of such Person); and (c) any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

"Business" means the offer for sale and sale of surety bonds and related products directly and through electronic media.

"Business Day" means any day except Saturday, Sunday, or any day on which banks are generally not open for business in the City of Miami, Florida.

"Cash Purchase Price" means \$125,000.00.

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

“Company Benefit Plan” means each plan, fund, program, agreement or arrangement (i) with respect to which the Company has any Liability and (ii) which provide employee benefits or for the remuneration, direct or indirect, of employees, former employees, directors, officers, consultants, independent contractors, contingent workers or leased employees of the Company or any Person that together with the Company would be a single employer within the meaning of Section 414 of Code (whether written or oral), including, without limitation, each “welfare” plan (within the meaning of Section 3(1) of ERISA) and each “pension” plan (within the meaning of Section 3(2) of ERISA).

“Company Group” means the Company and the Member(s), and each of their respective successors and assigns.

“Contract” means any written or oral contract, agreement, purchase order, commitment, Permit, loan or credit agreement, note, bond, mortgage, indenture, lease, sublease, purchase order or other agreement, instrument, concession, franchise or license, including, without limitation, customer contracts, customer orders and backlog relating to the Business, royalty and license agreements and rights, purchase agreements and rights to use technology owned by others.

“Control” means (including, with correlative meanings, “controlled by” and “under common control with”), with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

“Copyrights” has the meaning set forth in the definition of Intellectual Property Right.

“Customer Information” means all non-public records, books, reports, data and other information concerning customers.

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

“Equity Interests” means (i) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether voting or nonvoting) of capital stock, including each class of common stock and preferred stock of such Person, and (ii) with respect to any Person that is not a corporation, any and all general partnership interests, limited partnership interests, membership or limited liability company interests, beneficial interests or other equity interests of or in such Person (including any common, preferred or other interest in the capital or profits of such Person, and whether or not having voting or similar rights).

“GAAP” means generally accepted accounting principles employed in the United States.

“Governmental Entity” means, the United States government, any state or local or foreign government or any court, department, instrumentality, commission, agency,

including administrative or regulatory agencies, of the United States government, any state government or any local government, or other governmental authority or agency, domestic or foreign.

“Indebtedness” shall mean, with respect to any Person, (a) indebtedness for borrowed money or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money; (b) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security; (c) obligations of the type referred to in subsections (a) and (b) of any other Person the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, and (d) any accrued and unpaid interest owing by such Person and any pre-payment penalties and costs associated with such pre-payment with respect to any indebtedness of a type described above.

“Indemnified Persons” means the Purchaser Group or the Company Group, as the case may be.

“Indemnifying Persons” means the Purchaser, the Company or the Member, Daniel T. Buckles but not Elizabeth A. Buckles, as the case may be.

“Intellectual Property Right” means all (i) domestic and foreign trademarks, service marks, service names, trade names, trade dress, fictitious business names (d/b/a's), telephone numbers, commercial symbols, logos, and slogans, internet domains and URLs, registered user names, brand and product names and other commercial symbols and all goodwill associated with any of the foregoing (collectively, “Marks”), (ii) patents, including all divisionals, continuations, continuations-in-part, extensions, substitutions, renewals, reexaminations, reissues, additions, any supplementary certificates of protection of or to any of the foregoing, and any registrations or applications for registration of any of the foregoing (collectively, “Patents”) (iii) copyrights and any works of authorship, including all forms of software (whether in source code, object code, firmware, development tools, files, records, or data), marketing materials, advertising, all documentation related to any of the foregoing, and any registrations or applications for registration of any of the foregoing (collectively, “Copyrights”), (iv) trade secrets, technology, industrial and other designs, inventions, discoveries, improvements, know-how, proprietary rights, formulae, confidential and proprietary information, technical information and documentation, customer and client information, client and customer lists, franchises, plans, advertising records, techniques, methods, instructions, research records, inventions, designs, drawings, procedures, processes, models, formulations, manuals and systems, data, research, whether or not patentable or copyrightable (collectively, “Technology”), and (v) and all other going concern value, intellectual property or proprietary right, whether or not subject to statutory registration or protection (collectively, “Other IP Rights”).

“Knowledge” of any Person means (a) the actual knowledge of such Person; and (b) that knowledge which should have been acquired by such Person after due inquiry, including due inquiry of those officers, directors, key employees and professional advisers (including attorneys, accountants and consultants) of such Person who could

reasonably be expected to have actual knowledge of the matters in question.] ¹ Knowledge of the Company shall mean both the knowledge of the Company and that of the individual members.

“Law” means any law (both common and statutory law and civil and criminal law), treaty, convention, rule, directive, legislation, ordinance, regulatory code (including, without limitation, statutory instruments, guidance notes, circulars, directives, decisions, rules and regulations) or similar provision having the force of law or an Order of any Governmental Entity or any self regulatory organization.

“Liability” means any actual or potential liability or obligation (including as related to Taxes), whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, determined, determinable or otherwise, liquidated or unliquidated and whether due or to become due, regardless of when asserted.

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such property or asset, including, without limitation, any voting or other transfer restrictions.

“Losses” means any and all losses (including a diminution in value of the Business), claims, shortages, damages, Liabilities, expenses (including reasonable attorneys’ and accountants’ and other professionals’ fees) and assessments, Tax deficiencies and Taxes (including interest and penalties thereon) incurred in connection with the receipt of indemnification payments (including interest or penalties thereon) arising from or in connection with any such matter that is the subject of indemnification under Article XI, whether or not foreseeable.

“Marks” has the meaning set forth in the definition of Intellectual Property Right.

“Orders” means judgments, writs, decrees, compliance agreements, injunctions or judicial or administrative orders and legally binding determinations of any Governmental Entity or arbitrator.

“Other IP Rights” has the meaning set forth in the definition of Intellectual Property Right.

“Patents” has the meaning set forth in the definition of Intellectual Property Right.

“Permits” means all permits, licenses, authorizations, filings or registrations, franchises, approvals, certificates (including, without limitation, certificates of need, construction and operation permits and safety certificates), exemptions, classifications, registrations, variances and similar documents, applications, rights obtained, or required to be obtained, from Governmental Entities.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Post-Closing Tax Period” means any Tax period after the Closing Date.

“Pre-Closing Tax Period” means any Tax period ending on or before the Closing Date.

“Proceedings” means actions, suits, claims, litigations, reviews, and investigations and legal, administrative or arbitration proceedings.

“Purchaser Group” means the Purchaser and its successors and assigns, and each of their officers, directors, employees, representatives and Affiliates.

“Related Documents” means the Note, , the Software Licensing Agreement and any other certificate, agreement, document or other instrument to be executed and delivered by the Parties hereto.

“Taxes” means all taxes, assessments, charges, duties, fees, levies or other governmental charges (including interest, penalties, additions to tax or additional amounts associated therewith), including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind whatsoever (including estimated taxes) imposed by any Governmental Entity, whether disputed or not.

“Tax Return” shall mean any report, return, declaration or other information required to be supplied to a Governmental Entity in connection with Taxes, including estimated returns and reports of every kind with respect to Taxes.

“Technology” has the meaning set forth in the definition of Intellectual Property Right.

Section 1.2. Other Definitions.

Each of the following terms is defined in the Section set forth opposite such term:

<u>Terms</u>	<u>Section</u>
Acquisition.....	Recitals
Agreement	Preamble
Assets	2.1
Assumed Contracts	2.2(g)
Assumed Liabilities	2.4(b)
Business	Recitals
Cap Amount.....	10.2(b)

Closing	Article IX
Closing Date.....	Article IX
Common Stock.....	Recitals
Company	Preamble
Company Designs	4.16(b)
Continuation Period	6.7
Due Date	10.3(b)
Excluded Assets.....	2.3
Excluded Liabilities	2.5
Financial Statements	4.7
Goods	4.18(b)(i)
Holdings.....	3.2(a)(iii)
Indemnity Threshold.....	10.2(a)
Intellectual Property.....	4.16(a)
Non-Competition	6.4(a)(i)
Latest Balance Sheet.....	4.7
Latest Balance Sheet Date	4.7
Leased Real Property	4.5(c)
Manufacturing Agreement.....	8.1(c)(v)
Master Index	2.2(d)
Non-Assignable Contracts	6.1
Note.....	3.2(a)(iii)
Parties.....	Preamble
Party	Preamble
Post-Closing Receivables.....	2.2(e)
Purchase Price.....	3.1
Purchaser.....	Preamble
Buckles Consulting Agreement	8.1(c)(iii)
Receivables	4.21(b)
Services	6.6(c)
Member	Preamble
Straddle Period.....	7.3(b)
Survival Date	10.5(a)
Tax Claim.....	7.4(a)
Third Party Claim	10.4
Top Customers	4.18(a)(i)
Top Suppliers.....	4.18(b)(i)
Transfer Taxes	7.2

**ARTICLE II
PURCHASE AND SALE**

Section 2.1. Agreement to Purchase and Sell.

Subject to the terms and conditions of this Agreement, at the Closing, the Company or the Member(s), as applicable, will grant, sell, assign, transfer and deliver to the Purchaser, and

the Purchaser will purchase and acquire from the Company or the Member(s), as applicable, all right, title and interest of the Company in, to and under the assets, properties and business, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned or held or used in the conduct of the Business as the same shall exist on the Closing Date, including all of the assets shown on the Latest Balance Sheet (other than the Excluded Assets), and all of the assets of the Business thereafter acquired by the Company or the Member(s), as applicable (which assets, properties and rights are collectively referred to in this Agreement as the "Assets"), free and clear of all Liens.

Section 2.2. Assets.

Except as otherwise expressly set forth in Section 2.3, the Assets shall include, without limitation, the following assets, properties and rights of the Company and the Member(s) (with respect to, owned, held or used in the conduct of the Business) as of the close of business on the Closing Date:

(a) The book of surety business serviced and owned by Suretegrity, certain fixed assets and equipment;

(b) all Intellectual Property (except for Intellectual Property licensed pursuant to the SLA), including email addresses;

(c) all Company Procedures, Forms, Participant Agreements and the master index of products (the "Master Index");

(d) any and all accounts receivable and notes receivable of the Company following the close of business on the Closing Date (the "Post-Closing Receivables") whether earned or unearned, billed or unbilled;

(e) all goodwill related to the Company and the Business;

(f) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the Company, whether arising by way of counterclaim or otherwise;

(g) rights in the Company's sub-agent participant agreements, credit card merchant agreement, and the credit card processor account agreement (the "Assumed Contracts") and rights in and under all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights in favor of the Company in such agreements;

(h) all Permits, licenses, accreditations, qualifications, product registrations or similar rights to the extent that they are assignable all information, books and records of the Company relating to the Business, including, without limitation, all records, accounting or other books and records of the Business, files, papers, client files, telephone numbers, customer, supplier, price and mailing lists, sales and purchase correspondence, books of account and financial and employment records, data, plans, reports and recorded knowledge relating to the Business in whatever media retained or stored, including, without limitation, computer programs and disks; and

(i) all other tangible and intangible assets of any kind or description, wherever located, that are carried on the books of the Business, or which relate to the Business, or which are owned by the Company and used in the Business.

Section 2.3. Excluded Assets.

Notwithstanding anything to the contrary set forth in this Agreement, the Assets will not include the following assets, properties and rights of the Company (collectively, the "Excluded Assets"):

- (a) All cash or cash equivalents;
- (b) all rights under this Agreement and the Related Documents;
- (c) the charter documents of the Company and other constituent records relating to the organization of the Company;
- (d) all Permits to operate the Business (including without limitation, state licenses);
- (e) all Intellectual Property licensed pursuant to the SLA; and
- (f) refunds or claims for refunds due from federal, state and local Tax authorities with respect to federal, state and local income Taxes paid by the Company for any Pre-Closing Tax Period.

Section 2.4. Assumed Liabilities.

(a) THE PURCHASER SHALL NOT AND THE PURCHASER DOES NOT ASSUME ANY LIABILITIES OF THE COMPANY OR THE MEMBERS WHETHER OR NOT ARISING OUT OF OR RELATING TO THE ASSETS OR THE BUSINESS OR ANY OTHER BUSINESS OF THE COMPANY, ALL OF WHICH LIABILITIES SHALL, AT AND AFTER THE CLOSING, REMAIN THE EXCLUSIVE RESPONSIBILITY OF THE COMPANY OR THE MEMBERS (AS APPLICABLE).

(b) THE PURCHASER DOES ASSUME THE LIABILITIES UNDER THE ASSUMED CONTRACTS AS WELL AS ALL OTHER LIABILITIES ARISING OUT OF OR RELATING TO THE ASSETS OR THE BUSINESS FOR THE PERIOD (AND ACCRUING) AFTER THE CLOSING (THE "ASSUMED LIABILITIES").

Section 2.5. Excluded Liabilities.

Specifically, and without in any way limiting the generality of Section 2.4(a), the Assumed Liabilities will not include, and in no event will the Purchaser assume, agree to pay, discharge or satisfy, or otherwise have any responsibility for, any Liability (together with all other Liabilities of the Company or the Member:

(a) any accrued liability or accounts payable and any other current liabilities except those identified in Section 2.4(b) above;

(b) relating to any Liability (including, without limitation, accounts payable and any accrued liabilities) owed by the Company to any Affiliate of the Company;

(c) for (i) any Taxes of the Member(s), the Company or any Affiliate of the Company or of any other Person imposed on the Company as a transferee or successor by Contract, Law or otherwise and (ii) any Taxes attributable to the Assets of the Business relating to any Pre-Closing Tax Period and that portion of any Straddle Period ending on the Closing Date;

(d) for any Indebtedness of the Member(s), the Company or any Affiliate of the Company;

(e) relating to, resulting from or arising out of (i) claims made in pending or future Proceedings or (ii) claims based on violations of Law as in effect on or prior to the Closing, breach of contract, employment practices or environmental, health and safety matters or any other actual or alleged failure of the Company to perform any obligation, in each case arising out of or relating to events which shall have occurred, or services performed, or the operation of the Business prior to the Closing Date;

(f) any Liability to indemnify or reimburse amounts to any officer, director or employee of the Company;

(g) for sales commissions accrued for periods on or prior to the Closing Date;

(h) pertaining to any Excluded Asset,

(i) of the Company arising or incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby and any fees and expenses of counsel, accountants, brokers, financial advisors or other experts of the Company; or

(j) arising pursuant to any Proceedings relating to any or all of the foregoing.

ARTICLE III PURCHASE PRICE; ADJUSTMENTS; ALLOCATIONS

Section 3.1. Purchase Price.

The amount to be paid for the Assets shall be \$125,000.00 and paid pursuant to Section 3.2 (the "Purchase Price").

Section 3.2. Payment of Purchase Price.

(a) On the Closing Date, the Purchaser shall

(i) To the extent not already released, Direct Escrow Agent to release to Company the deposit of \$25,000.00 having been previously deposited.

(ii) pay or cause to be paid to or for the benefit of the Company (by the wire transfer of immediately available funds to such bank account as shall be designated in writing by the Company to Purchaser on or before the Closing Date), an amount equal to \$50,000.00 less all monies due to carriers for bonds written prior to closing that remain unpaid as reflected on a schedule to be initialed and attached hereto at the time of closing;

(iii) promissory note issued by the Purchaser to the Company in the original principal amount of \$50,000.00, substantially in the form of Exhibit A attached hereto (the "Note") to the Company; and at no interest payable ninety 90 days following Closing.

Section 3.3. Allocation of Purchase Price.

The Parties agree to and shall prepare an allocation of the Purchase Price (and all other capitalized costs) among the Assets, the Assumed Liabilities and the non-competition covenant contained in Section 6.4 in accordance with Internal Revenue Code Section 1060 and the U.S. Treasury regulations promulgated thereunder (and any similar provisions of state, local or foreign Law), which allocation shall be binding on the Parties as follows

Computer Equipment & other Fixed Assets	\$ 8,000.00
Client Expirations and other Intangible	\$110,000.00
Covenant not to Complete	\$ <u>7,000.00</u>
<u>Total</u>	<u>\$125,000.00</u>

The Parties shall report, act and file Tax Returns (including but not limited to Internal Revenue Service Form 8594) in all respects and for all purposes in a manner consistent with such allocation, except as otherwise required by applicable Law. The IRS Form 8594 shall be executed by all parties at closing. The Company and the Member(s) shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as the Purchaser may reasonably request to prepare such allocation

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF
THE COMPANY AND THE MEMBER(S)**

The Company and the Member(s) jointly and severally hereby represents and warrants to the Purchaser that the statements contained in this Article IV are correct and complete which representation and warranties shall survive closing except to the extent set forth in the Disclosure Schedules (any disclosure on one schedule section that is reasonably apparent to apply to another section shall be deemed to be disclosed on such other section).

Section 4.1. Organization.

The Company is a limited liability company duly formed and validly existing under the Laws of Florida and has all requisite power and authority to own, lease and operate its properties

and to carry on its business as now being conducted. The Company is not duly qualified or registered as a foreign corporation to transact business in any foreign jurisdiction. "Foreign" for purposes of this section shall mean outside of the United States or its territories. The Company and the Member(s) has heretofore made available to the Purchaser true, correct and complete copies of the Company's charter documents as currently in effect and the Company's corporate record books with respect to actions taken by the Company's officers, Member(s) and directors. Schedule 4.1 sets forth all of the trade names, or fictitious business names (d/b/a's) used by the Company.

Section 4.2. Capitalization and Subsidiaries.

(a) The authorized membership interests of the Company consists of one million 1,000,000 units, of which eight thousand (8,000) are issued and outstanding. The Members of the Company own all of the issued and outstanding units of the Company in their respective percentage as follows:

Daniel T. Buckles	95%
Elizabeth A. Buckles	5%

Section 4.3. Authorization.

(a) The Company has full power and authority to execute and deliver this Agreement and any Related Document to which it is a party, to perform its obligations under this Agreement and the Related Documents to which it is a party and to consummate the transactions contemplated by this Agreement and the Related Documents. The execution and delivery of this Agreement and the Related Documents to which it is a party by the Company, the performance by the Company of its obligations under this Agreement and the Related Documents to which it is a party, and the consummation of the transactions provided for in this Agreement and the Related Documents to which it is a party have been duly and validly authorized by all necessary board and Member(s) action on the part of the Company. The Manager of the Company has approved the execution, delivery and performance of this Agreement and the Related Documents to which it is a party and the consummation of the transactions contemplated by this Agreement and by the Related Documents to which it is a party. This Agreement and the Related Documents to which it is a party have been duly executed and delivered by the Company and constitute the valid and binding agreements of the Company, enforceable against the Company in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

Section 4.4. Absence of Restrictions and Conflicts.

Except as set forth on Schedule 4.4, the execution, delivery and performance of this Agreement and the Related Documents, the consummation of the transactions contemplated by this Agreement and the Related Documents and the fulfillment of and compliance with the terms and conditions of this Agreement and the Related Documents do not or will not, as the case may be, violate or conflict with, constitute a breach of or default under, result in the loss of any

benefit under, permit the acceleration of any obligation under or create in any Party the right to terminate, modify or cancel, or otherwise require any action, consent, approval, order, authorization, registration, declaration or filing with respect to (a) any term or provision of the charter documents of the Company, (b) any Assumed Contract or any other Contract, Permit or other instrument applicable to the Company, the Business or the Member(s) that is not an Excluded Asset, (c) any judgment, decree or order of any court or Governmental Entity or agency to which the Company or Member(s) is a party or by which the Business or any of the Assets are bound or (d) any Permit, Law or arbitration award of any Governmental Entity or public or regulatory unit, agency or authority applicable to the Company, the Member(s) or the Business that is not an Excluded Asset.

Section 4.5. Real Property.

- (a) The Company does not own any real property.

Section 4.6. Title to Assets; Related Matters.

The Assets constitute all of the assets necessary and sufficient to conduct the operations of the Business in accordance with the Company's past practices and as presently planned to be conducted by the Company subject however to those operations that are subcontracted to others, necessary consents and any Excluded Assets. Except as set forth in Schedule 4.6, the Company has (and will convey to the Purchaser at the Closing) good and marketable title to the Assets, free and clear of all Liens.

Section 4.7. Product Sold.

As to each of the products sold by the Company in connection with the Business is, and at all times up to and including the sale thereof has been, (i) in compliance with all applicable Laws and regulations and (ii) fit for the ordinary purposes for which it is intended to be used.

Section 4.8. No Undisclosed Liabilities.

The Company has no Liabilities, except for those expressly set forth in the financial information provided by Company and those arising in the ordinary course (pursuant to contract or otherwise).

Section 4.9. Absence of Certain Changes.

There has not been (i) [any event, occurrence, development or state of circumstances or facts which, individually or in the aggregate, has had a material adverse effect on the Business as the Business has been conducted by the Company consistent with past practices.

Section 4.10. Legal Proceedings.

Except as set forth on Schedule 4.10, there are no Proceedings (or any basis therefore) pending, or, to the Company's Knowledge, threatened against, relating to or involving the Business, the Assets or the Assumed Liabilities. Except as set forth on Schedule 4.10, since the incorporation of the Company, there have been no Proceedings that have (i) resulted in any

criminal sanctions or (ii) resulted in any payments, in each case by or against the Company or any of its officers or directors in their capacity as officers or directors (whether as a result of a judgment, civil fine, settlement or otherwise).

Section 4.11. Compliance with Laws.

(a) Except as set forth on Schedule 4.11, to the Company's knowledge the Company is (and has been at all times since the date of its incorporation) in material compliance with all Laws, ordinances, regulations and Orders of all Governmental Entities applicable to the Assets or the conduct of the Business. Except as set forth on Schedule 4.11, since the Company's incorporation, (i) the Company has not been charged with and, is not now under investigation with respect to, any actual or alleged material violation of any applicable Law, regulation, ordinance, Order or other requirement of a Governmental Entity, (ii) the Company is not a party to or bound by any Order, judgment, decree or award of any Governmental Entity and (iii) the Company has filed all reports required to be filed with any Governmental Entity and has all material Permits required to be held on or before the date hereof and all such reports are accurate and complete in all material respects and in compliance with all applicable Laws.

(b) The Seller has good and marketable title to all insurance accounts and bond book of business (the "Accounts") free and clear of all liens, claims, security interests, encumbrances, restrictions and other charges of any kind. No other person, firm or corporation owns or has any beneficial or security interest in the Accounts, or any part thereof, and at the closing, the Buyer will acquire good, valid and marketable title to all of the Accounts free and clear of all the liens, claims, security interests, encumbrances, restrictions or other charges of any kind.

(c) All premiums payable to insurance companies (or general agencies through which coverage was written) for business written to be effective on or before the transfer date have been or will be paid to such companies on or before the date on which they shall be due, or, if not so paid, will be duly accounted for at the Closing.

Section 4.12. Insurance Policies. [Intentionally Deleted]

Section 4.13. Environmental, Health and Safety Matters. [Intentionally Deleted].

Section 4.14. Intellectual Property.

(a) Other than Company Designs, Schedule 4.14(a) sets forth a true and correct list of all Patents, Copyrights, Marks, Technology, and Other IP Rights which are used or useful in the Business or relate to the Assets or Assumed Liabilities (the "Intellectual Property") and the jurisdictions where each is registered (if any). The Company has good and marketable title to or possesses adequate licenses or other valid rights to use such Intellectual Property, free and clear of all Liens and has paid all maintenance fees, renewals or expenses related to such Intellectual Property. The activities of the Company do not violate, misappropriate, infringe upon, or conflict with any Intellectual Property Rights of any third party. No party has filed a claim or threatened to file a claim against the Company alleging that it has violated, misappropriated, infringed, on or otherwise improperly used the Intellectual Property Rights of such party. To the Company's Knowledge, no right, license, lease, consent or other agreement is

required with respect to any Intellectual Property for the conduct of the Business other than those included in the Assets and licensed pursuant to the SLA.

(b) To the Company's Knowledge, none of the Marks, Copyrights, Technology (including registrations or applications to use or register such items) is involved in any cancellation, nullification, interference, conflict, concurrent use or opposition proceeding, and there has been no threat or other indication that any such proceeding will hereafter be commenced. All maintenance fees, annuity fees, or renewal fee payment, and all renewal affidavits or other applicable documents to establish or maintain, for each jurisdiction in which each Patent, Mark, Copyright, domain name, or domain name application included within the Intellectual Property which has issued or is pending have been timely paid or filed with the appropriate authorities, and no such payment or filing is or will be due less than 90 days after the Closing Date. Company has used reasonable efforts to maintain its Technology in confidence, and to the Company's Knowledge there has been no misappropriation of any Technology. All employees of, consultants to or vendors of the Company with access to any Technology are parties to written agreements under which each such employee, consultant or vendor is obligated to maintain the confidentiality of the Technology. To the Company's Knowledge, none of such employees, consultants or vendors is in violation of such agreements. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in or give rise to any right of termination or other right to impair or limit, or otherwise result in a breach of, any of the Company's rights to own or retain a license to any of the Intellectual Property.

Section 4.15. Transactions with Affiliates. [Intentionally Deleted].

Section 4.16. Permits. [Intentionally Deleted].

Section 4.17. Notes and Accounts Receivable. [Intentionally Deleted].

Section 4.18. Brokers, Finders and Investment Bankers.

Neither the Company nor the Member(s), or any officers, directors or employees of the Company or any Affiliate of the Company has employed any broker, finder or investment banker or incurred any Liability for any investment banking fees, financial advisory fees, brokerage fees or finders' fees in connection with the transactions contemplated by this Agreement. For the avoidance of doubt, Purchaser shall have no Liability whatsoever with respect to any agreement or arrangement for same.

Section 4.19. Taxes.

(a) The Company has timely filed (or caused to be timely filed) and shall timely file (or cause to be timely filed) all Tax Returns required to be filed by it for all Pre-Closing Tax Periods that will have been required to be filed on or prior to the Closing Date and all such Tax Returns are (or will be) true, complete and correct in all respects.

(b) The Company has timely paid (or caused to be timely paid) and shall timely pay (or cause to be timely paid) all Taxes (whether or not shown or required to be shown on any Tax Return), for all Pre-Closing Tax Periods that will have been required to be paid on or

prior to the Closing Date, the non-payment of which would result in a Lien on any of the Assets, would otherwise adversely affect the Business or would result in the Purchaser becoming liable or responsible therefore. The Company has complied in all respects with all applicable Laws relating to the collection, withholding and payment of Taxes (such as sales or use Taxes or Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member, stockholder or any other third party).

(c) No claim has ever been made by any Tax authority in a jurisdiction in which the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction, and no basis exists for any such claim to be made.

(d) No Tax authority has, with respect to the Business, raised any issues in connection with any Tax Return relating to Taxes that would materially affect the Post-Closing Tax Period; there are, with respect to the Business, no pending, proposed or threatened Tax audits, assessment or other proceedings, no Tax authority has otherwise raised any issues in connection with any Tax Return and, with respect to the Business, no waivers of statutes of limitations have been given that would affect the Post-Closing Tax Period and the Company has, with respect to the Business, not otherwise agreed to any extension of time with respect to a Tax assessment or deficiency that would affect the Post-Closing Tax Period.

(e) There are no Liens for Taxes of the Company or any other Person (other than Taxes not yet due and payable) upon any of the Assets, and as a result of the transactions contemplated hereby, none of the Assets will or could in the hands of the Purchaser subject the Purchaser to any Liability for Taxes of the Company or any other Person as a transferee or successor by Contract, Law or otherwise, nor would the nonpayment of any Taxes otherwise adversely affect the Business..

Section 4.20. Disclosure.

To the Company's Knowledge no representation or warranty made by the Company or the Member(s) in this Agreement contains any untrue statement of material fact or omits to state any material fact necessary in order to make the statement contained herein not misleading.

Section 4.21. Disclaimer Other Representations and Warranties.

Except as expressly set forth in this Section 4, Company and/or the Members make no other representations or warranties, express or implied with respect to the Assets or the Business. Purchaser acknowledges and agrees that except to the extent provided in this Section 4, Purchaser is purchasing the Assets on an "as is, where is" basis.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to the Company that the statements contained in this Article V are correct and complete.

Section 5.1. Organization.

The Purchaser is a Florida corporation duly organized, validly existing and in good standing under the Laws of Florida and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

Section 5.2. Authorization.

The Purchaser has full power and authority to execute and deliver this Agreement and any Related Document to which it is a party, to perform its obligations under this Agreement and the Related Documents to which it is a party and to consummate the transactions contemplated by this Agreement and the Related Documents. The execution and delivery of this Agreement and the Related Documents to which it is a party by the Purchaser, the performance by the Purchaser of its obligations under this Agreement and the Related Documents to which it is a party, and the consummation of the transactions provided for in this Agreement and the Related Documents to which it is a party have been duly and validly authorized by all necessary limited liability company action on the part of the Purchaser. This Agreement and the Related Documents to which it is a party have been duly executed and delivered by the Purchaser and constitute the valid and binding agreements of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

Section 5.3. Absence of Restrictions and Conflicts.

The execution, delivery and performance of this Agreement and the Related Documents, the consummation of the transactions contemplated by this Agreement and the Related Documents and the fulfillment of and compliance with the terms and conditions of this Agreement and the Related Documents do not or will not, as the case may be, materially violate or conflict with, constitute a material breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, or otherwise require any action, approval, order, authorization, registration, declaration or filing with respect to (a) any term or provision of the charter documents of the Purchaser, (b) any Contract to which the Purchaser is a party, (c) any judgment, decree or order of any Governmental Entity to which the Purchaser is a party or by which the Purchaser or any of its properties is bound or (d) any permit, statute, Law, rule, regulation or arbitration award of any Governmental Entity or public or regulatory unit, agency or authority applicable to the Purchaser, that in any case would be reasonably likely to prevent or materially delay the performance by the purchase of any of its obligations under this Agreement or the consummation of any of the transactions contemplated hereby.

Section 5.4. Brokers, Finders and Investment Bankers.

Neither the Purchaser, nor any officers, directors nor employees of the Purchaser nor any Affiliate of the Purchaser, has employed any broker, finder or investment banker or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees or finders' fees in connection with the transactions contemplated by this Agreement.

**ARTICLE VI
CERTAIN COVENANTS AND AGREEMENTS**

Section 6.1. Consents.

To the extent that third party consents relating to Assumed Contracts have not been obtained by the Company as of the Closing, the Company and the Member(s) shall, during the remaining term of such Assumed Contracts (the "Non-Assignable Contracts"), use each of their respective commercially reasonable efforts to (a) obtain the consent of the applicable third party, (b) make the benefit of such Non-Assignable Contracts available to the Purchaser and (c) enforce at the request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Company arising from such Non-Assignable Contracts against the other party or parties thereto (including the right to elect or terminate any such Non-Assignable Contracts in accordance with the terms thereof). Purchaser shall use commercially reasonable efforts to perform the obligations of the Non-Assignable Contracts.

Section 6.2. Public Announcements.

Subject to their respective legal obligations, the Purchaser, the Company and the Member(s) shall consult with one another regarding the timing and content of all announcements regarding any aspect of this Agreement or the transactions contemplated hereby to the financial community, Governmental Entities, employees, customers, payors or the general public and shall use reasonable efforts to agree upon the text of any such announcement prior to its release.

Section 6.3. Insurance.

The Company and the Member(s) shall in good faith cooperate with the Purchaser and take all actions reasonably requested by the Purchaser that are necessary or desirable to permit the Purchaser to have available to it following the Closing the benefits (whether direct or indirect) of the insurance policies maintained by or on behalf of the Company with respect to the Business, the Assets or the Assumed Liabilities that are currently in force.

Section 6.4. Non-Competition by Member(s) and Restrictions on the Company.

(a) From and after the Closing Date, the Member(s), the Company and any of their respective Affiliates shall not, directly or indirectly utilize the Intellectual Property Rights on behalf of any Person other than the Purchaser in any manner whatsoever (except for the software and associated intellectual property rights under the SLA which shall be restricted only under the SLA);(b) Additionally for a period of two (2) years after the Closing Date within the territory of Florida, Georgia, and North Carolina, the Company and the Member(s) shall not, and the Company and the Member(s) shall cause each of its Affiliates not to, directly or indirectly through another Person induce or attempt to induce any customer, supplier, distributor, payor, vendor, licensee or other business relation of any of the Purchaser or any Affiliate thereof to cease doing business with the Purchaser or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, payor, vendor, licensee or business relation, on the one hand, and the Purchaser or such Affiliate, on the other hand due to and arising out of the Company and the Members ownership, directly or indirectly, of any retail surety bond agency, nor during said time period and within said geographical area shall the Company or its

Member(s) compete with or own any interest in, directly or indirectly, any retail surety bond agency., subject to the qualification and limitations below. (c) Following the Closing Date and for a period of 2 years thereafter, the Company and the Member(s) agree not to disclose or use at any time (and shall cause each of its Affiliates, advisors, agents and representatives not to use or disclose at any time) any Confidential Information except disclosure to the Company and Member(s)'s Affiliates, auditors, attorneys, financial advisors and any other consultants, agents and advisors in connection with any post-Closing matters hereunder or related to the acquisition by Purchaser of the Business or any other matters as to which the Company or the Member(s) has retained obligations; provided, that this sentence shall not be deemed to prohibit the Company or the Member(s) from complying with any Order; provided, further, that (i) the Company and the Member(s) agree to provide the Purchaser with prompt written notice of any such Order and to assist the Purchaser in asserting any legal challenges to or appeals of such Order that the Purchaser in its sole discretion pursues, and (ii) in complying with any such Order, the Company and the Member(s) shall limit its or his disclosure only to the Confidential Information that is expressly required to be disclosed by such Order. The Company and the Member(s) will take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. The Company and the Member(s) shall deliver to the Purchaser at any time the Purchaser may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information of the Business or any of its Affiliates which the Company or the Member(s) may then possess or have under his or its control.

(d) As used in this Agreement, the term "Confidential Information" means information relating, directly or indirectly, to the Business, the Intellectual Property, the Purchaser and its Affiliates or the products, markets, condition (financial or other), operations, assets, liabilities, results of operations, cash flows or prospects of the Business, the Purchaser or its Affiliates that is not generally known to the public (including the existence and content of this Agreement), including, but not limited to, information, observations and data concerning (i) products or services, (ii) fees, costs and pricing structures, (iii) Company Designs and the Master Index, (iv) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (v) customers and clients and customer or client lists, (vi) all production methods, processes, technology and trade secrets, (vii) any other Intellectual Property Rights and (viii) all similar and related information in whatever form; provided however that Confidential Information shall not include any information arising out of or relating to Excluded Assets. Confidential Information will not include any information that has been published in a form generally available to the public prior to the date the Company or the Member(s) proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(e) The Member(s) and the Company understands that the foregoing restrictions may limit the Member(s)'s ability to earn a livelihood in a business similar to the Business, but nevertheless believe that the Company and the Member(s) have received and will receive sufficient consideration and other benefits as provided hereunder to clearly justify such restrictions which, in any event (given the Member(s)'s education, skills and ability), the Member(s) does not believe would prevent him from otherwise earning a living. The Company

and the Member(s) have carefully considered the nature and extent of the restrictions placed upon them by this Agreement, and hereby acknowledge and agree that the same are reasonable in time, scope and territory, and or the Consulting Agreement entered into between the Purchaser and the member, Daniel T. Buckles, do not confer a benefit upon the Purchaser or any of its Affiliates disproportionate to the detriment of the Company and the Member(s), are reasonable and necessary for the protection of the Purchaser and its Affiliates and are an essential inducement to the Purchaser to consummate the transactions contemplated by this Agreement.

(f) Each of the Company and the Member(s) acknowledges that the restrictions herein are within the legitimate business interests of Purchaser since the Company and the Member(s) will have significant knowledge of trade secrets of the Purchaser and their Affiliates, and knowledge of valuable confidential business and professional information that otherwise may not qualify as trade secrets. In addition, the Company and the Member(s) has substantial relationships with specific prospective or existing customers, suppliers, vendors or licensees. Further, the Company and its Affiliates have significant goodwill with these business relationships by way of trade name, trade mark, service mark or "trade dress."

(g) The Company and the Member(s) understands and agrees that the restrictions contained herein are essential elements to this Agreement, and that without such restrictions Purchaser would not enter into this Agreement. The parties herein acknowledge that the restrictions stated herein shall not restrict in any way the Company, the Members or their Affiliates to license the software and associated intellectual property pursuant to the SLA subject to the restrictions in the SLA.

(h) If, at the time of enforcement of this Section 6.4, a court or arbitrator holds that the restrictions stated herein are unreasonable under the circumstances then existing, the court or arbitrator may modify such restrictions as may be appropriate for enforcement, and the Parties agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area determined to be reasonable under the circumstances by such court or arbitrator, as applicable.

Section 6.5. Collection of Accounts.

If, after Closing, the Company receives any payment with respect to any Post-Closing Receivables or any rebate or other amounts under agreements with suppliers or others with respect to the operation of the Business by the Purchaser following the Closing Date, the Company shall hold such amounts as a constructive trust and forward such payment to Purchaser within five (5) business days after the Company's receipt thereof.

Section 6.6. Employees.

(a) Except as provided in this Section 6.6, the Company shall be solely responsible and the Purchaser shall have no obligations whatsoever for any compensation or other amounts payable to any employee (or former employee) of the Company, including, without limitation, bonus, salary, accrued vacations, fringe, pension or profit sharing benefits, or severance pay payable to any employee (or former employee) of the Company. No Company employee will be deemed to be a Purchaser employee.

(b) The Company shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of employees (or former employees) or agents of the Company. The Company also shall remain solely responsible for all worker's compensation claims of any employees (or former employees) or agents of the Company which relate to events occurring prior to the Closing Date. The Company shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

Section 6.7. Transition Consulting Services

Daniel T. Buckles shall provide transition consulting services for the Purchaser as necessary for a period of 90 days after the Closing.

**ARTICLE VII
TAX MATTERS**

Section 7.1. Tax Cooperation.

The Purchaser, the Member(s) and the Company shall reasonably cooperate with each other in connection with the preparation or audit of any Tax Return(s) and any Tax claim or litigation in respect of the Business and the Assets, which cooperation shall include, but not be limited to, making reasonably available documents and employees, if any, capable of providing information or testimony.

Section 7.2. Transfer Taxes.

All excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer, gains and similar Taxes (collectively, "Transfer Taxes") incurred in connection with the sale of the Business and the Assets, as contemplated by this Agreement, shall be borne by the Company and the Purchaser on a 50/50 basis. Unless otherwise set forth herein, , all other Taxes related to the Transaction shall be borne by the party to which such Taxes are attributable by Law. The Purchaser and the Company shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation. The Party that is required by applicable Law to make the filings, reports, or returns with respect to any applicable Transfer Taxes shall do so on a timely basis, and the other Party shall cooperate with respect thereto as necessary.

Section 7.3. Apportionment of Taxes.

(a) The Company shall be liable for all Taxes relating to or arising out of or in connection with the Assets imposed with respect to, incurred in or attributable to any Pre-Closing Tax Period. The Purchaser shall be liable for all Taxes relating to or arising out of or in connection with the Assets imposed with respect to, incurred in or attributable to any Post-Closing Tax Period.

(b) All Taxes other than Transfer Taxes or Taxes based upon or related to income or receipts, including but not limited to, all personal property taxes, ad valorem obligations and similar taxes imposed on a periodic basis, in each case levied with respect to the

Assets for a taxable period which includes (but does not end on) the Closing Date (a “Straddle Period”), shall be apportioned between the Company and the Purchaser at the Closing based upon the number of days in the taxable period before and after the Closing Date and the amounts set forth in the current Tax bills. The Company shall be liable for Taxes of the Company that are attributable to the portion of the Straddle Period ending on and including the Closing Date and Purchaser shall be liable for Taxes of the Company that are attributable to the portion of the Straddle Period beginning on the day following the Closing Date.

Section 7.4. Tax Claims.

(a) After the Closing, each of the Company and the Purchaser shall promptly notify the other party in writing upon receipt of any written notice of any pending or threatened audit or assessment, suit, proposed adjustment, deficiency, dispute or judicial Proceeding or similar claim relating to Taxes (a “Tax Claim”) with respect to Losses for which the Company or Purchaser could be liable pursuant to this Agreement;

(b) The Company shall have a right to control, at its own cost, without affecting its or any other party's rights to indemnification under this Agreement, the defense of all Tax Claims relating to any Pre-Closing Tax Period; provided, that Company shall not settle any Tax Claim relating to any Pre-Closing Period that will in any way affect Taxes for a Post-Closing Tax Period or Straddle Period without the prior written consent of Purchaser;

(c) The Purchaser shall have a right to control, at its own cost, without affecting its or any other party's rights to indemnification under this Agreement, the defense of all Tax Claims relating to any Post-Closing Tax Period or Straddle Period; provided, that the Company shall have the right to participate at its own expense in the defense of all Tax Claims relating to any Straddle Period; and

(d) The Purchaser shall not settle any Tax Claim relating to any Straddle Period or Post-Closing Period that will in any way affect Taxes on a Pre-Closing Period or Straddle Period without the prior written consent of the Company, which consent will not be unreasonably withheld.

**ARTICLE VIII
CLOSING DELIVERABLES**

Section 8.1. Deliveries by the Company and the Member(s).

At the Closing, the Company and the Member(s), as applicable, shall deliver the following items to the Purchaser, each in form and substance satisfactory to the Purchaser.

(a) Consents and Approvals. All written consents (or waivers with respect to thereto) as described on Schedule 4.4 (all such consents and waivers shall be in full force and effect).

(b) Release of Liens. Satisfactory evidence that all Liens affecting the Assets have been released, if any.

(c) The Software License Agreement (the "SLA") in the form attached as Exhibit B, executed by Focus!...On Innovation, Inc.

(d) Ancillary Documents.

(i) [Intentionally Deleted];

(ii) [Intentionally Deleted];

(iii) a counterpart to the Note, duly executed by the Company;

(iv) a copy of resolutions of the management of the Company authorizing the execution, delivery and performance of this Agreement by the Company and a certificate executed by an executive officer of the Company, dated the Closing Date, certifying that such resolutions were duly adopted and are in full force and effect;

(v) a certificate executed by an executive officer of the Company, dated the Closing Date, certifying (A) the incumbency of each officer executing this Agreement and the Related Documents and (B) copies of the charter documents of the Company;

(vi) a certificate of the Secretary of State (or other applicable office) in which the Company is organized and qualified to do business, dated as of a date not more than five (5) Business Days prior to the Closing Date, certifying as to the good standing and non-delinquent Tax status of the Company;

(vii) a certificate of the Company establishing an exemption from withholding Tax under §1445 of the Code in accordance with the treasury regulations promulgated thereunder;

Section 8.2. Deliveries by the Purchaser.

At the Closing, the Purchaser shall deliver the following items to the Company:

(a) a counterpart to the Note, duly executed by the Purchaser;

(b) an executed SLA, duly executed by the Purchaser.

(c) the Cash Purchase Price pursuant to Article III; and

(d) a copy of the resolutions of the board of managers of the Purchaser authorizing the execution, delivery and performance of this Agreement by the Purchaser and a certificate of its secretary or assistant secretary, dated as of the Closing Date, that such resolutions were duly adopted and are in full force and effect;

**ARTICLE IX
CLOSING**

The closing of the transactions contemplated by this Agreement (the "Closing"), unless another date is agreed to by the parties, shall take place at the offices of Robinson & Associates,

P.A., 1501 Venera Avenue, Suite 300, Coral Gables, FL 33146 on the date hereof (the “Closing Date”), at such other place as the Parties may agree or by electronic signature exchange.

**ARTICLE X
INDEMNIFICATION**

Section 10.1. Indemnification Generally.

(a) By the Company in Favor of the Purchaser. The Company agrees, and the Members jointly and severally agree, subject to the provisions set forth in this Article X, to indemnify, defend and hold harmless the Purchaser for any and all Losses it may suffer, sustain or incur arising from, in connection with, or as a result of (without duplication):

(i) the inaccuracy or breach of any representation or warranty (without regard to any qualification as to “materiality” contained therein) of the Company or the Member(s) contained in this Agreement;

(ii) the breach of any agreement or covenant of the Company or the Member(s) contained in this Agreement;

(iii) any Liability of the Company or the Member(s) of any nature whatsoever, except the Assumed Liabilities;

(iv) events or circumstances occurring or existing with respect to the ownership, operation and maintenance of the Business and the Assets on or prior to the Closing Date;

(v) Taxes of the Company that are attributable to any Pre-Closing Tax Period and that portion of any Straddle Period ending on the Closing Date;

(vi) any fees, expenses or other payments incurred or owed by the Company to any brokers, financial advisors or other Persons retained or employed by the Company in connection with the transactions contemplated by this Agreement or the Related Documents;

(vii) any Liability of the Company to any employee, Governmental Entity or other party, related to the operation of the Business prior to the Closing Date; or

(viii) any fraud, willful misconduct or bad faith of the Company or the Member(s) in connection with this Agreement or the Related Documents.

(b) By Purchaser in Favor of the Company. The Purchaser agrees, subject to the provisions set forth in this Article X, to indemnify, defend and hold harmless each member of the Company for any and all Losses they may suffer, sustain or incur arising from, in connection with, or as a result of (without duplication):

(i) the inaccuracy or breach of any representation or warranty (without regard to any qualification as to "materiality" contained therein) of the Purchaser contained in this Agreement; or

(ii) the breach of any agreement or covenant of the Purchaser to be performed by the Purchaser contained in this Agreement;

(iii) any fraud, willful misconduct or bad faith of the Purchaser in connection with this Agreement or the Related Documents.

Section 10.2. Limitations on Indemnification.

(a) Indemnity Threshold. Subject to Section 10.2(d), the Purchaser shall not have the right to be indemnified pursuant to Section 10.1 unless and until the Purchaser has incurred on a cumulative basis aggregate Losses in an amount exceeding \$10,000 excluding attorney's fees and costs of defense (the "Indemnity Threshold"), in which event the right to be indemnified shall apply to all such Losses.

(b) Indemnity Cap. Subject to Section 10.2(d), the sum of all Losses pursuant to which indemnification is payable by the Company pursuant to Section 10.1 shall not exceed, in the aggregate 50% of the portion of the Purchase Price actually paid by Purchaser to or for the benefit of the Company, (the "Cap Amount").

(c) Indemnity Limitations for the Purchaser.

(i) The Company and Member(s) shall not have the right to be indemnified pursuant to Sections 10.1 unless and until the Company shall have incurred on a cumulative basis since the Closing Date aggregate Losses in an amount equal to the Indemnity Threshold, in which event the right to be indemnified shall apply to all such Losses, including the amount of the Indemnity Threshold.

(ii) The sum of all Losses pursuant to which indemnification is payable by the Purchaser pursuant hereunder shall not exceed, in the aggregate, the Cap Amount.

(d) The Purchaser shall not be entitled to recover under Section 10.1 to the extent of any insurance proceeds actually received by the Purchaser (net of enforcement costs, deductibles, premium increases and other similar items) in respect of such claim.

Section 10.3. Assertion of Claims; Payment of Claims; Right of Setoff.

(a) No claim shall be brought under Section 10.1 unless the Indemnified Persons, or any of them, at any time prior to the applicable Survival Date, give the Indemnifying Persons (i) written notice of the existence of any such claim, specifying the nature and basis of such claim and the amount thereof, to the extent known or (ii) written notice pursuant to Section 10.4 of any Third Party Claim, the existence of which would give rise to such a claim. The Seller Group's indemnification obligations under this Article X include the obligation to pay and reimburse the Purchaser for all Losses, whether or not arising due to Third Party Claims.

(b) Upon a determination of Liability under this Article X, the Indemnifying Persons shall pay the Indemnified Persons the amount so determined within ten (10) Business Days after the date of determination (such tenth (10th) Business Day, the "Due Date"). If there should be a dispute as to the amount or manner of determination of any indemnity obligation owed under this Agreement, the Indemnifying Persons shall nevertheless pay when due such portion, if any, of the obligation as shall not be subject to dispute.

(c) The Purchaser shall have the right (but not the obligation) to set-off against the Note, for any amount which is finally determined to be owed by the Company to any member of the Purchaser under this Agreement or Related Documents or otherwise.

Section 10.4. Notice and Defense of Third Party Claims.

The obligations and Liabilities of an Indemnifying Person with respect to Losses resulting from the assertion of Liability by a third party against or involving an Indemnified Person (each, a "Third Party Claim") shall be subject to the terms and conditions set forth below.

(a) The Indemnified Persons shall give prompt written notice to the Indemnifying Persons of any Third Party Claim which might give rise to any Loss by the Indemnified Persons, stating the nature and basis of such Third Party Claim, and the amount thereof to the extent known; *provided, however*, that no delay on the part of the Indemnified Persons in notifying any Indemnifying Persons shall relieve the Indemnifying Persons from any Liability hereunder, unless (and then solely to the extent) such Indemnifying Persons are prejudiced or damaged in any manner by such delay. Such notice shall be accompanied by copies of all relevant documentation with respect to such Third Party Claim, including, without limitation, any summons, complaint or other pleading which may have been served, any written demand or any other document or instrument directly relating thereto.

(b) If the Indemnifying Persons shall acknowledge, in a writing delivered to the Indemnified Persons, that the Indemnifying Persons are obligated to indemnify, defend and hold harmless the Indemnified Persons under the terms of their indemnification obligations hereunder in connection with a particular Third Party Claim, then the Indemnifying Persons shall have the right to assume the defense of such Third Party Claim at their own expense and by their own counsel, which counsel shall be reasonably satisfactory to the Indemnified Persons; *provided, however*, that the Indemnifying Persons shall not have the right to assume the defense of such Third Party Claim, notwithstanding the giving of such written acknowledgment, if (i) the claim seeks only an injunction or other equitable relief; (ii) the Indemnified Persons shall have been advised by counsel that there are one or more legal or equitable defenses available to them which are different from or in addition to those available to the Indemnifying Persons, and, in the reasonable opinion of the Indemnified Persons, counsel for the Indemnifying Persons could not adequately represent the interests of the Indemnified Persons because such interests could be in conflict with those of the Indemnifying Persons; (iii) such action or Proceeding involves, or could have a material effect on, any material matter beyond the scope of the indemnification obligation of the Indemnifying Persons; or (iv) the Indemnifying Persons shall not have assumed the defense of such Third Party Claim in a timely fashion.

(c) If the Indemnifying Persons elect to assume the defense of any such Third Party Claim (under circumstances in which the proviso in Section 10.4(b) is not applicable), the Indemnifying Persons shall consult with Indemnified Persons and the Indemnified Persons may participate in such defense, but in such case the expenses of Indemnified Persons shall be paid by Indemnified Persons. If the Indemnifying Persons fail to defend a Third Party Claim, are otherwise restricted from so defending, or if, after commencing or undertaking any such defense, the Indemnifying Persons fail to prosecute or withdraw from such defense, the Indemnified Persons shall have the right to undertake the defense or settlement thereof, at the Indemnifying Persons' expense. If Indemnified Persons assume the defense of any such Third Party Claim in accordance with the terms hereof and propose to settle such Third Party Claim prior to a final judgment thereon, then Indemnified Persons shall give the Indemnifying Persons prompt written notice thereof, and the Indemnified Persons may not settle such Third Party Claim without the written consent of the Indemnifying Persons, which consent shall not be unreasonably withheld or delayed.

(d) If the Indemnifying Persons exercise their right to assume the defense of a Third Party Claim, they shall not make any settlement of any claims without the written consent of the Indemnified Persons, which consent shall not be unreasonably withheld or delayed.

Section 10.5. Survival of Representations and Warranties.

The Statute of Limitation shall commence on the Closing Date. The representations and warranties shall survive for a period of 12 months after the Closing.

Section 10.6. Purchase Price Adjustment.

The Purchaser, the Company and the Member(s) agree that any indemnity payment made under this Agreement shall, to the extent permitted by Law, be treated by the parties hereto as an adjustment to the Purchase Price.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

Section 11.1. Specific Performance and Other Remedies.

The Parties each acknowledge that the rights of each Party to consummate the transactions contemplated by this Agreement are special, unique and of extraordinary character and that, in the event that any Party violates or fails or refuses to perform any covenant or agreement made by it in this Agreement, the non-breaching Party may be without an adequate remedy at Law. The Parties agree, therefore, that in the event that any Party violates or fails or refuses to perform any covenant or agreement made by such Party in this Agreement, the non-breaching Party or Parties may, subject to the terms of this Agreement and in addition to any remedies at Law for damages or other relief, institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief.

Section 11.2. Notices.

All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by electronic transmission in .pdf format or similar format, by nationally recognized private courier, or by registered or certified United States mail, postage prepaid, return receipt requested. Any notice or communication given hereunder shall be deemed given: (a) if received on a business day before 5:30 p.m. local time of the recipient, on the date of receipt; or (b) if received on a day other than a business day or on a business day after 5:30 p.m. local time of the recipient, on the first business day following the date of receipt; *provided, however*, that a notice delivered by facsimile or electronic transmission shall only be effective if such notice is also delivered by hand, deposited in the United States mail, postage prepaid, registered or certified mail, or given by nationally recognized private courier on or before two business days after its delivery by facsimile or electronic transmission. All notices shall be addressed as follows:

To the Purchaser: David Hoover
8000 Governors Square Boulevard
Suite 101
Miami Lakes, FL 33016
Telephone: 305.722.2663 ext 101
Facsimile: 305.558.9650
Email: dhoover@nielsonbonds.com

with a copy (which shall not constitute notice) to:
Raymond L. Robinson, Esq.
RobinsonLaw, P.A.
1501 Venera Avenue
Suite 300
Coral Gables, FL 33146
(305) 662-7618; (305) 662-7617 Fax
Email: ray@rrobinsonlaw.com

To the Company: Focus!... on Surety, LLC
13241 Bartram Park Boulevard #1013
Jacksonville, Florida 32258-5234
Attn: Daniel T. Buckles
Telephone: (904) 395-1610
Facsimile: (904) 212-1252
Email: dan.buckles@e-surety.net

with a copy (which shall not constitute notice) to:
Pepper Hamilton LLP
Two Logan Square, 19th and Arch Streets
Philadelphia, Pennsylvania 19103
Attn: Thomas P. Dwyer, Esq.

To the Members: Daniel T. Buckles

Elizabeth Buckles
Same as Company information above.

or to such other representative or at such other address of a Party as such Party may furnish to the other Parties in writing.

Section 11.3. Schedules and Exhibits.

The Schedules and Exhibits to this Agreement are hereby incorporated into this Agreement and are hereby made a part of this Agreement as if set out in full in this Agreement.

Section 11.4. Assignment; Successors in Interest.

No assignment or transfer by any Party of such Party's rights and obligations under this Agreement will be made except with the prior written consent of the other Parties to this Agreement and there shall be no assignment by the Purchaser until the Note is paid in full; [Not until Note is paid off]. This Agreement will be binding upon and will inure to the benefit of the Parties and their successors and permitted assigns, and any reference to a Party will also be a reference to a successor or permitted assign.

Section 11.5. Number; Gender.

Whenever the context so requires, the singular number will include the plural and the plural will include the singular, and the gender of any pronoun will include the other genders.

Section 11.6. Captions.

The titles, captions and table of contents contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement. Unless otherwise specified to the contrary, all references to Articles and Sections are references to Articles and Sections of this Agreement and all references to Schedules or Exhibits are references to Schedules and Exhibits, respectively, to this Agreement.

Section 11.7. Controlling Law; Amendment.

This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of Florida without reference to its choice of law rules. This Agreement may not be amended, modified or supplemented except by written agreement of the Parties.

Section 11.8. Consent to Jurisdiction, Etc.

Except as otherwise expressly provided in this Agreement, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only to the exclusive jurisdiction of the courts of the State of Florida with exclusive venue in Miami-Dade County, Florida or the federal courts located in the State of Florida with

exclusive venue in the Southern District of Florida, Florida and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. The Parties agree that, after a legal dispute is before a court as specified in this Section 11.8, and during the pendency of such dispute before such court, all actions, suits, or proceedings with respect to such dispute or any other dispute, including without limitation, any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Each Party hereto agrees that a final judgment in any action, suit or proceeding described in this Section 11.8 after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Laws.

Section 11.9. WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.10. Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Law, the Parties waive any provision of Law which renders any such provision prohibited or unenforceable in any respect.

Section 11.11. Counterparts.

This Agreement may be executed in two (2) or more counterparts (delivery of which may be a facsimile or via email as a portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one (1) of such counterparts.

Section 11.12. Enforcement of Certain Rights.

Nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any rights, remedies or Liabilities under or by reason of this Agreement, or result in such Person being deemed a third party beneficiary of this Agreement.

Section 11.13. Waiver.

Any agreement on the part of a Party to any extension or waiver of any provision of this Agreement will be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

Section 11.14. Integration.

This Agreement and the documents executed pursuant to this Agreement supersede all negotiations, agreements and understandings (both written and oral) among the Parties with respect to the subject matter of this Agreement.

Section 11.15. Cooperation Following the Closing.

Following the Closing, each of the Parties shall deliver to the others such further information and documents and shall execute and deliver to the others such further instruments and agreements as the other Party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other Party the benefits of this Agreement.

Section 11.16. Transaction Costs.

Except as provided above or as otherwise expressly provided herein, (a) the Purchaser will pay its own fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees, costs and expenses of its financial advisors, accountants and counsel, and (b) the Company will pay the fees, costs and expenses of the Company incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees, costs and expenses of its financial advisors, accountants and counsel.

Section 11.17. Interpretation; Construction.

(a) The term "Agreement" means this agreement together with all Schedules, Annexes and Exhibits hereto, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof. Unless the context otherwise requires, words importing the singular shall include the plural, and vice versa. The use in this Agreement of the term "including" means "including, without limitation." The words "herein", "hereof", "hereunder", "hereby", "hereto", "hereinafter", and other words of similar import refer to this Agreement as a whole, including the Schedules, Annexes and Exhibits, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular article, section, subsection, paragraph, subparagraph or clause contained in this Agreement. All references to articles, sections, subsections, clauses, paragraphs, schedules and exhibits mean such provisions of this Agreement and the Schedules, Annexes and Exhibits attached to this Agreement, except where otherwise stated. The use herein of the masculine, feminine or neuter

forms shall also denote the other forms, as in each case the context may require. The use in this Agreement of the terms "furnished," "provided," "delivered," "made available" and similar terms refers, with respect to the provision of information and documents to the Purchaser, in addition to the physical delivery of such information or documents to the Purchaser, to such information and/or documents as are made available by the Company, the Member(s), or any of their respective employees, consultants, advisors or attorneys.

(b) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. Any fact or item disclosed on any Schedule to this Agreement shall be deemed disclosed on all other Schedules to this Agreement to which such fact or item may reasonably apply so long as such disclosure is in sufficient detail to enable a party hereto to identify the facts or items to which it applies. Any fact or item disclosed on any Schedule hereto shall not by reason only of such inclusion be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under this Agreement.

(c) Each party hereby acknowledge and agree that (i) he or it has had the opportunity to consult with his or its own counsel with respect to the subject matter of this Agreement, and has read and understands all of the provisions of this Agreement (including the Schedules and Exhibits to this Agreement), and (ii) he or it has had the opportunity to ask questions of, and to seek additional information from, the Purchaser with respect to each of the matters set forth in this Agreement (including the Schedules and Exhibits to this Agreement).

Section 11.18. Entire Agreement.

This Agreement, embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be duly executed, as of the date first above written.

COMPANY

Focus!...on Surety, LLC

By: _____

Name: Daniel T. Buckles

Title: Manager

MEMBERS

Daniel T. Buckles

Elizabeth A. Buckles

PURCHASER

NIELSON, HOOVER AND COMPANY, INC.

By:  _____

Name: David R. Hoover

Title: President

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be duly executed, as of the date first above written.

COMPANY

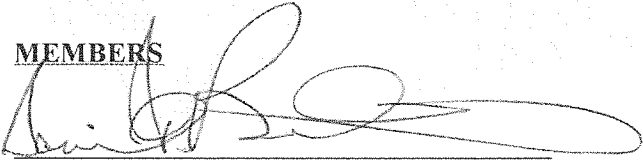
Focus!...on Surety, LLC


By: 

Name: Daniel T. Buckles

Title: Manager

MEMBERS


Daniel T. Buckles


Elizabeth A. Buckles

PURCHASER

NIELSON, HOOVER AND COMPANY, INC.

By: _____

Name: David R. Hoover

Title: President

TRADEMARK

REEL: 005358 FRAME: 0170

Exhibit A

Note

See attached.

Exhibit B

Software License Agreement

See attached.

Exhibit C

Bill of Sale

Intentionally Deleted.

Exhibit D

Assignment and Assumption Agreement

Intentionally Deleted.

Disclosure Schedules

Schedule 4.1 Trade Names, DBA's and Fictitious Names

The Company does business as "Suretegrity" in all states except New York where it does business as "Suretegrity LLC" and in California where it does business as "Focus on Surety Insurance Services, LLC".

Schedule 4.2(a) Memberships Interests

Dan Buckles 7,600 units (95%) and Elizabeth Buckles 400 units (5%)

Schedule 4.4 Consents

1. Sub-agent participation agreements (need consent to assign)
2. Credit card merchant agreement (need consent to assign)
3. Credit card processor agreement (need consent to assign)

Schedule 4.10 Proceedings

1. State of Florida investigation relating to agency appointment is pending.
2. Settlement Agreement between Company, Focus!...On Innovation, Inc., Alexander Buckles and Aaron Drenberg dated March 31, 2014.

Schedule 4.11 Compliance with Law

See 4.10 (2) above.

Schedule 4.14(a) Intellectual Property

1. Suretegrity trademark
2. Suretegrity website and domain name
3. SLA with Focus!...On Innovation, Inc. (to be entered into with Purchaser at Closing).