

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 9, 2018, is by and among MFI Credit Solutions, LLC, a Wyoming limited liability company ("Buyer") and MJ Coastal Enterprises, Inc., a California corporation ("Seller"). Buyer and Seller are sometimes referred to herein singularly as a "Party" and collectively as the "Parties." [Redacted - Confidential] ("[Redacted - Confidential]") joins in this Agreement solely to be bound by the provisions of Sections 1.3, 5.2 and 5.3 hereto and provisions of this Agreement ancillary to Sections 1.3, 5.2 and 5.3 hereto.

RECITALS:

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, convey and assign to Buyer, and Buyer desires to purchase and acquire from Seller, the Purchased Assets (as defined herein);

WHEREAS, [Redacted - Confidential] constitute the grantor trustee and all of the beneficiaries of the [Redacted - Confidential] Trust dated January 1, 2015, which is the sole shareholder of Seller.

WHEREAS, Buyer has required as a condition to Buyer's obligations hereunder that [Redacted - Confidential] be jointly and severally liable with Seller for the provisions and obligations of Sections 1.3, 5.2 and 5.3 hereto and the provisions of of this Agreement ancillary to Sections 1.3, 5.2 and 5.3 hereto and [Redacted - Confidential] has agreed to be jointly and severally liable for the provisions and obligations of Sections 1.3, 5.2 and 5.3 hereto and such ancillary provisions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Buyer and Seller agree as follows and [Redacted - Confidential] agrees to be bound hereunder as provided above:

ARTICLE 1

PURCHASE OF ASSETS; ASSUMPTION OF SPECIFIC LIABILITIES

Section 1.1 Closing. The closing of the Transaction (the "Closing") shall take place remotely by electronic or facsimile transmissions at 10:00 a.m., Houston, Texas time on the date hereof (the "Closing Date"). At the Closing, the Parties shall make the payments required herein and deliver the documents and take the actions specified in Article 2.

Section 1.2 Purchase of the Purchased Assets. At the Closing, subject to the terms and conditions set forth in this Agreement, Buyer shall purchase from Seller, and Seller shall sell, transfer, convey and assign to Buyer, free and clear of all Liens, all of Seller's right, title and interest in and to the Purchased Assets.

Section 1.3 Assumption of the Assumed Contracts. At the Closing, subject to the terms and conditions set forth in this Agreement, Buyer shall assume and agree to perform or pay all Liabilities of Seller under the Assumed Contracts, in each case, solely to the extent such Liabilities first arise and accrue after the Closing Date and expressly excluding any Liability

under any Assumed Contract that relates to any period on or prior to the Closing Date and any Liability that arises as a result of a breach by or through Seller of any such Assumed Contract. Except for the Liabilities assumed regarding the Assumed Contracts as provided above, Seller shall retain all Liabilities of Seller (whether or not arising out of or related to the Business) and all Liabilities that otherwise relate to the Business or the Purchased Assets, in each case, whether or not disclosed to Buyer and including Liabilities disclosed on the Schedules to this Agreement, (collectively, the "Retained Liabilities"); and for clarity, the Retained Liabilities include, without limitation, all Liabilities under any Assumed Contract related to any period on or prior to the Closing Date, all Liabilities for indebtedness or Taxes, all Liabilities related to the employment or engagement of any Person, to any Benefit Plan or to any violation of Law, all Liabilities arising out of or related to any Environmental Law, all Liabilities (including failure to secure a release of Liens or any other encumbrance) arising pursuant to or in connection with Bulk Sale Laws (including failure to publish or otherwise give notice to creditors pursuant to Bulk Sale Laws) and all Liabilities that otherwise arise from or in connection with any Retained Asset. Buyer shall not assume or be liable for any of the Retained Liabilities and Seller hereby covenants and agrees that Seller shall perform and in due course pay and discharge, all Retained Liabilities. The obligation to pay and discharge the Retained Liabilities shall not apply to any obligations owed by [Redacted - Confidential] personally as set forth in Schedule 1.3 (the "[Redacted - Confidential] Liabilities"); provided, however, [Redacted - Confidential] agrees that she has assumed and shall perform and in due course pay and discharge, all [Redacted - Confidential] Liabilities.

Section 1.4 Accounts Payable. Buyer shall not assume and Seller shall be responsible for all accounts payable, accrued expenses, customer deposits and customer credits attributable to the period on or prior to the Closing Date, or arising prior to or as of the Closing Date, including, without limitation, the accounts payable, accrued expenses, customer deposits and customer credits set forth on Schedule 1.4 and subject to the provisions of Section 1.3 for the [Redacted - Confidential] Liabilities, shall discharge the Liabilities related to such accounts payable in the Ordinary Course following the Closing Date; provided, that any such Liabilities shall be discharged within sixty (60) days following the Closing Date; provided, further, such time periods shall be extended during the period of a good faith contest of any such account payable amount to a vendor or supplier of Seller, but Seller shall remain obligated to pay any such account payable, to the extent thereof, notwithstanding such contest. In the event that Seller does not discharge all such Liabilities in a timely manner as provided herein, and without limiting Buyer's rights under Article 6, Buyer may, but shall have no obligation to, discharge such Liabilities on behalf of Seller and setoff any amounts paid by Buyer in connection therewith as provided in Section 6.6.

Section 1.5 Purchase Price. As the purchase price (the "Purchase Price") for the sale and transfer of the Purchased Assets by Seller to Buyer, at the Closing, Buyer shall assume the Assumed Contracts in the amounts and for the periods as provided herein, and be obligated hereunder, to pay to Seller the sum of \$1,500,000 reduced by the aggregate of any amounts required to pay creditors of Seller to satisfy all Liens on any of the Purchased Assets and reduced further by the retention by Buyer of the "Holdback Amount" of \$100,000 (the "Cash Portion of the Purchase Price") by wire transfer or delivery of other immediately available funds to an account specified in writing by Seller. The Holdback Amount shall be subject to the following terms and conditions:

(a) **Holdback Amount.** In order to secure partially the indemnity and other obligations of Seller and Owner hereunder, and without limiting any other rights that Buyer may have pursuant to this Agreement or otherwise, including, without limitation, Seller's obligations under Section 1.4 hereof, the Holdback Amount shall be retained by Buyer for a period not to exceed ninety (90) days following the Closing Date (the "Holdback Period"). The Holdback Amount shall be disbursed in accordance with the following terms and conditions:

(i) From time to time, on not less than ten (10) business days' prior written notice to Seller, given at any time prior to the expiration of the Holdback Period, Buyer shall be entitled to apply all or any portion of the Holdback Amount to pay, or to provide for the payment of, any liability of Seller arising hereunder that is asserted by Buyer in writing as due and owing on or before the expiration of the Holdback Period (a "Holdback Payment"), unless Seller objects to such Holdback Payment by notice in writing to Buyer delivered within ten (10) business days after such notice to Seller.

(ii) If a Holdback Payment is objected to as provided above, Seller and Buyer shall attempt to resolve such objection by good faith negotiation or by other mutually satisfactory means within thirty (30) days after the claim for the Holdback Payment is made. Any funds to which Buyer is entitled as a result of resolution of the dispute shall be retained by Buyer as a Holdback Payment in payment of such amount.

(iii) At the end of the Holdback Period, the Holdback Amount reduced by any Holdback Payments and any claims for asserted Holdback Payments which have not been resolved shall be paid to Seller. If at the end of the Holdback Period any claim for an asserted Holdback Payment has not been resolved, then when the claim is resolved, any other portion of the Holdback Amount shall be paid to Seller, consistent with the resolution of the dispute.

(iv) The Holdback Amount shall not be considered an advance payment of any amount due to Buyer or as a measure of or a limitation on Buyer's damages in case of any breach by Seller of any of its representations, warranties, covenants or agreements contained herein.

Section 1.6 Allocation of Purchase Price. The Purchase Price (and any amounts required to be treated as additional Purchase Price) shall be allocated among the Purchased Assets by Buyer as set forth in Schedule 1.6. After the Closing, this allocation Schedule shall be revised to reflect any adjustment to the Purchase Price arising out of an adjustment to the Holdback Payment or adjustment of the Purchase Price pursuant to Section 6.5. Except to the extent otherwise required by applicable Law, Buyer and Seller (and their respective Affiliates) shall prepare all Tax Returns (including Forms 8594) in a manner consistent with the Allocation Schedule or the latest Revised Statement, if applicable, and shall not take any inconsistent position on any Tax Returns or during the course of any Internal Revenue Service or other Tax audit or proceeding.

Section 1.7 Withholding. Buyer shall be entitled to withhold and deduct from the amounts otherwise payable to any recipient pursuant to this Agreement such amounts as may be required to be withheld or deducted under the Code or any other provision of federal, state, local or foreign Tax Laws (collectively, the "Withholding Amount"). To the extent a Withholding Amount is deducted or withheld, and remitted to the appropriate taxing authority, such

Withholding Amount shall be treated for all purposes under this Agreement as having been paid to the Person to whom such Withholding Amount otherwise would have been paid.

ARTICLE 2

CLOSING

Section 2.1 Documents to be Delivered by Seller. At the Closing, Seller, [Redacted - Confidential] as to the Lease Agreement, [Redacted - Confidential] as to the Employment Agreements and the Offer Employees as to the other employment documents shall deliver the following documents to Buyer, in each case, in form and substance satisfactory to Buyer. Except as otherwise specified, each shall be dated as of the Closing Date.

(a) Conveyance Documents. A bill of sale and other appropriate instruments of assignment for all of the Purchased Assets owned by Seller or used in the Business, in each case duly executed by Seller.

(b) Lease Agreement. The Lease Agreement, duly executed by [Redacted - Confidential].

(c) Employment Documents. The Employment Agreements, duly executed by [Redacted - Confidential] and the other employment documents to be executed by the Offer Employees, all in form attached as Exhibit 7.1(a) and acceptable to Buyer.

(d) FIRPTA and W-9. A duly executed affidavit of non-foreign status from Seller that complies with Treasury Regulations under Section 1445 of the Code and a properly completed and duly executed Form W-9 from Seller.

(e) Secretary's Certificate. A certificate, dated as of the Closing Date, of the secretary of Seller with respect to Seller's Governing Documents and the resolutions adopted by its Board of Directors and all of the shareholders of Seller, authorizing Seller's execution of the Transaction Agreements and the consummation of the Transaction.

(f) Books and Records. Physical possession of all books and records, Permits, policies, Contracts, plans or other instruments of the Business; provided that all such materials shall be deemed delivered to Buyer if they are present at the Leased Premises on the Closing Date.

(g) Further Assurances. Such further instruments and documents as Buyer may reasonably request for the purpose of (i) effectively vesting in Buyer good and marketable title to the Purchased Assets or (ii) otherwise facilitating the consummation of the Transaction, including evidence of third party consents and notices and any documents necessary to terminate, release or assign all Liens on the Purchased Assets.

Section 2.2 Documents to be Delivered by Buyer. At the Closing, Buyer shall deliver the following documents to Seller, in each case, in form and substance satisfactory to Seller. Except as otherwise specified, each shall be dated as of the Closing Date.

(a) Conveyance Documents. A bill of sale and other appropriate instruments of assignment for all of the Purchased Assets owned by Seller or used in the Business, in each case duly executed by Buyer.

(b) Lease Agreement. The Lease Agreement, duly executed by Buyer.

(c) Employment Documents. The Employment Agreements, duly executed by Buyer and the other employment documents relating to the Offer Employees, duly executed by Buyer.

(d) Promissory Note. The Promissory Note, duly executed by Buyer.

(e) Officer's Certificate. Certificate, dated as of the Closing Date, of the president of Buyer with respect to Buyer's Governing Documents and the resolutions of its members authorizing Buyer's execution of the Transaction Agreements and the consummation of the Transaction.

(f) Further Assurances. Such further instruments and documents as Seller may reasonably request for the purpose of (i) effecting the assumption by Buyer of the Assumed Contracts or (ii) otherwise facilitating the consummation of the Transaction.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Buyer to enter into this Agreement and to consummate the Transaction, Seller hereby represents and warrants to Buyer as of the date hereof that:

Section 3.1 Existence. Seller is a corporation, duly organized, validly existing and in good standing under the Laws of the State of California. Seller has full power and authority to own, lease and operate its assets and to carry on its business as presently conducted.

Section 3.2 Authorization and Power. Seller has all requisite power and authority to execute, deliver and perform each Transaction Agreement to which Seller is a party and to consummate the Transaction. The execution, delivery and performance by Seller of each such Transaction Agreement and the consummation of the Transaction have been duly authorized by Seller's Board of Directors and Shareholder and as otherwise may be required under Seller's Governing Documents. No further entity or other action on the part of Seller is necessary to authorize the execution, delivery and performance by Seller of any Transaction Agreement or the consummation of the Transaction. Each Transaction Agreement to which Seller is a party has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligations of Seller, enforceable against it in accordance with their respective terms, except as limited by bankruptcy, or insolvency Laws or Laws affecting creditors' rights generally or equitable principles.

Section 3.3 No Conflict; Consents. The execution, delivery and performance by Seller of each Transaction Agreement to which Seller is a party do not, and the consummation of the Transaction will not, (a) result in the imposition of any Lien upon any of the Purchased Assets or (b) violate, conflict with or result in the breach (with or without notice or the passage

of time, or both) of any term, condition or provision of, (i) any Law to which Seller or any of the Purchased Assets is subject, (ii) any judgment, order, writ, injunction, decree or award of any Governmental Body which is applicable to Seller or any of the Purchased Assets, (iii) the Governing Documents of Seller or (iv) any Contract to which Seller is a party or by which Seller or any of the Purchased Assets is otherwise bound. Except as provided in Schedule 3.3, no authorization, approval or consent of, and no notice to or registration or filing with, any Person is required in connection with the execution, delivery or performance of any Transaction Agreement or the consummation of the Transaction by Seller, including any notice or consent to permit the assignment of any of the Assumed Contracts in accordance with this Agreement.

Section 3.4 Brokers. Neither Seller nor any of its Affiliates has incurred any Liability to pay any fee or commission to any broker, finder or agent in connection with the Transaction for which Buyer could become liable or obligated.

Section 3.5 Financial Statements. Attached to this Agreement as Schedule 3.5 are the following (collectively, the "Financial Statements"): (a) the unaudited balance sheets of Seller as of December 31, 2015 and December 31, 2016, and the related unaudited statements of income, cash flows and change in shareholders' equity for the years ended December 31, 2015 and December 31, 2016; and (b) the unaudited balance sheet of Seller as of September 30, 2017 (the "Latest Balance Sheet"), and the related unaudited statements of income and cash flows of Seller for the nine (9) month period ended September 30, 2017. The Financial Statements have been prepared based upon the books and records of Seller (which are correct and complete in all material respects), and fairly present in all material respects the financial condition of the Business as of the dates thereof and the operating results and cash flows of the Business for the periods then ended; subject, however, to the absence of notes and normal and customary year-end adjustments (which shall not be material either individually or in the aggregate).

Section 3.6 Purchased Assets. Seller has good and marketable title to, or a valid leasehold interest, in all of the Purchased Assets, which in each case will be transferred or assigned to Buyer as of the Closing free and clear of all Liens.

Section 3.7 Compliance with Laws. Except as set forth in Schedule 3.7, Seller and the Business are, and at all times within the last five (5) years have been, in compliance, in all material respects, with all Laws relating to the Business or the Purchased Assets and Seller has not, at any time within the last five (5) years, received any notice, report, complaint, inquiry, claim, or other information alleging or relating to any violation of or Liability under any Law relating to the Business or any Purchased Asset. Seller has complied in all material respects with all Laws relating to immigration and Seller maintains an Employment Eligibility Form on Form I-9 for each current and former employee that is or was employed by Seller in the United States (including the Offer Employees) in accordance with all applicable Laws. The documentation required to be presented by each of Seller's current or former employees (including the Offer Employees) in connection with such employee's Form I-9s reasonably appeared to Seller to be genuine and to relate to the employee who presented such documentation. No Form I-9 for any current employee (including the Offer Employees) will be invalidated as a result of the Transaction.

Section 3.8 Permits. Seller holds all Permits required to be held by Seller for the current and proposed conduct of the Business and the ownership and use of the Purchased Assets. Seller and the Business are and have been in compliance, in all material respects, with all such Permits. Schedule 3.8 lists all material Permits held by Seller with respect to Seller's conduct of the Business and ownership and use of the Purchased Assets.

Section 3.9 Proceedings. Except as set forth in Schedule 3.9, there are no, and during the last five (5) years there have not been any, Proceedings to which Seller has been a party relating to the Business. To Seller's Knowledge, no Proceeding is, or at any time within the last five (5) years has been, threatened against Seller relating to the Business.

Section 3.10 Contracts and Commitments.

(a) Schedule 3.10(a) lists each Contract to which Seller is a party or by which it is bound with respect to the Business (together with the Lease Agreement, each a "Material Contract"), including any Contract (i) that involves payments by or to Seller of more than \$10,000; (ii) that constitutes an installment sale agreement or otherwise involves any Liability for deferred purchase price with respect to any Purchased Asset; (iii) that concerns non-competition or that otherwise restricts or limits the ability of Seller or the Business (or, after the Closing, Buyer's) to engage freely in any business or compete anywhere in the world, or that restricts the use of any Intellectual Property Asset; (iv) that grants to any Person an option or a first refusal or similar preferential right to purchase, acquire or use any asset of the Business; (v) that relates to indebtedness of the Business or the mortgaging, pledging or otherwise placing a Lien on any Purchased Asset; or (vi) that constitutes a settlement, conciliation or similar Contract (A) with any Governmental Body or (B) pursuant to which Seller or the Business has any Liability after the Closing. Seller has made available to Buyer prior to the date hereof a true and complete copy of each written Material Contract and Schedule 3.10(a) sets forth a complete and accurate description of all material terms of each oral Material Contract.

(b) The following statements are true with respect to each Assumed Contract as of immediately prior to the Closing: (i) such Assumed Contract is in full force and effect, is a legally valid, binding and enforceable obligation of Seller and, to Seller's Knowledge, of all other Persons purported to be parties thereto, except as limited by bankruptcy, or insolvency Laws or Laws affecting creditors' rights generally or equitable principles; (ii) Seller has complied with its obligations under such Assumed Contract, and there has not occurred (A) any material default or event that, with or without notice or the passage of time, or both, would constitute a default by Seller under such Assumed Contract, nor has Seller received any written notice alleging any such default or event thereunder or (B) any default or event that would allow the other party, with or without notice or the passage of time, or both, to accelerate Seller's obligations under or to terminate such Assumed Contract, nor has Seller received any written notice alleging any such default or event thereunder; (iii) to Seller's Knowledge, no other contracting party is in default of any of its obligations under any such Assumed Contract and (iv) Seller has not cancelled, released, transferred or waived any material right under such Assumed Contract. Seller has made available to Buyer prior to the date hereof a true and complete copy of each Assumed Contract.

Section 3.11 Environmental. Except as provided in Schedule 3.11, Seller and the Business are and have been in compliance, in all material respects, with all Environmental Laws. Seller has furnished to Buyer all environmental audits, assessments, reports and other documents materially bearing on environmental, health or safety matters, which are in possession of Seller or its Affiliates or under the reasonable control of Seller or its Affiliates.

Section 3.12 Taxes and Tax Returns. All Tax Returns of Seller have been timely filed with the appropriate Governmental Bodies in all jurisdictions in which such Tax Returns are required to be filed. All such Tax Returns properly reflect the Liabilities of Seller for Taxes for the periods, property or events covered thereby. All Taxes, including those which are called for by such Tax Returns, required to be paid, withheld or accrued by Seller on or before the date hereof, including any deficiency assessments, penalties and interest assessed with respect to such Taxes, have been timely paid, withheld or accrued. There are no Liens for Taxes (other than for current Taxes not yet due and payable) on the Purchased Assets. Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

Section 3.13 Employees. Schedule 3.13 lists all employees of Seller as of November 1, 2017, including those who were in inactive or layoff status and had a right or entitlement to reinstatement by Law or under the policies or practices of Seller together with their positions and their annual salaries and other compensation, including accrued bonuses, vacation and sick leave obligations through the date of the Latest Balance Sheet and any year-end bonuses or Simplified Employee Pension Individual Retirement Arrangement ("SEP-IRA") contributions due or to be due and owing. With respect to each individual who is an employee of Seller as of the Closing Date and is an Offer Employee (as herein defined), Schedule 3.13 sets forth such employee's title or position and salary or wage rate. No employee of Seller is subject to a written agreement with Seller. Seller has complied with all Laws relating to Seller's employees (each an "Employee" and collectively, the "Employees"), including the payment of all wages, salary and bonuses due to the Employees through the end of the most recent pay period on or before the date hereof, and will have paid all such wages, salary and bonuses through the date hereof (including any accrued bonuses, vacation and sick leave obligations and any customary year-end bonuses or SEP-IRA contributions owing or to be owing). Seller has not been, and is not currently, a party to any collective bargaining agreement or other labor Contract applicable to the Employees or the Business. The execution, delivery and performance of this Agreement by Seller and consummation of the Transaction, when combined with the number of employees of Seller, and the other "employment loss" (as defined in the Worker Adjustment and Retraining Notification Act or any similar state or local Laws, collectively, the "WARN Act") events of Seller within the ninety (90) day period prior to the Closing Date, will not constitute a "Mass Layoff" or "Plant Closing" so as to subject the Transaction to the provisions of the WARN Act. Neither Seller nor its Affiliates, has taken any action that would interfere with any employment by Buyer of any Employee. Except as set forth on Schedule 3.14, Seller has not granted or paid, or become obligated to grant or pay to or on behalf of any Employee or other Person, any (a) increases in the wages or salary, (b) bonus or similar payment, or (c) other benefit. Seller has no Knowledge of any facts that would indicate that any employee or consultant of Seller will not continue such employment or consulting arrangement with the Buyer following the Closing, if continued on terms that are substantially comparable in the aggregate to those upon which such employee or consultant is currently employed or retained by Seller.

Section 3.14 Employee Benefit Plans. Schedule 3.14 lists each Benefit Plan providing benefits to any of Seller's employees which is currently maintained or contributed to by Seller. Each Benefit Plan, and the administration thereof, is in compliance, in all material respects with all reporting, disclosure and other requirements of ERISA, the Code and other Laws applicable to such Benefit Plan. Seller has made available to Buyer prior to the date hereof a true and complete copy of each Benefit Plan listed or required to be listed on Schedule 3.14.

Section 3.15 Intellectual Property Matters. Schedule 3.15 lists the material Intellectual Property Assets used or held for use in the Business, including all internet domain names and email addresses, including, without limitation www.mfcreditsolutions.com. Seller owns all right, title and interest or has a right or license to use (as necessary for the operation of the Business in the Ordinary Course) all of such Intellectual Property Assets and in all Intellectual Property Assets owned by Seller or used in the Business. Seller has not granted any licenses or contractual rights relating to any Intellectual Property Assets or the use thereof. Seller is not bound by or a party to any Contracts of any kind relating to any Intellectual Property Assets of any other Person (except for licenses to any unmodified, commercially available, off-the-shelf computer software with a replacement cost or annual license fee of less than \$1,000). To Seller's Knowledge, the conduct of the Business as it is presently being conducted by Seller does not violate, conflict with or infringe upon the intellectual property of any other Person.

Section 3.16 Customers and Suppliers Schedule 3.16 sets forth a list of (and the dollar amount of sales or purchases for) the top five customers ("Material Customers") and the top five suppliers ("Material Suppliers") of the Business by dollar volume of sales and purchases, respectively, for the fiscal years ended December 31, 2016, December 31, 2015 and December 31, 2014 and the nine (9) month period ended September 30, 2017. Seller has not received notice, and to Seller's Knowledge, no facts or circumstances exist to the effect, that any Material Supplier or Material Customer has or intends to stop, materially decrease the rate of, or materially change the terms (whether related to payment, price or otherwise) with respect to purchasing products or services from the Business or supplying materials, products or services to the Business, as applicable (in each case, whether as a result of the consummation of the Transaction or otherwise). Since December 31, 2016, there has not been any material dispute, and no such dispute is anticipated, with any Material Supplier or Material Customer (other than in the Ordinary Course). The terms under which the Business supplies products and services to the Material Customers and the terms under which the Material Suppliers supply materials, products and services to the Business are on market terms and are the result of arms' length transactions.

Section 3.17 Related Party Transactions. Neither any owner of Seller nor any director, officer or employee of Seller, nor any Affiliate or family member of any of the foregoing: (a) is or has been a party to any Contract or transaction with Seller that pertains to the Business (other than in any such Person's capacity as an employee of Seller) or (b) except as otherwise set forth in Schedule 7.1(c), holds any direct or indirect interest in any Purchased Asset or Assumed Contract, or in any other assets used or held for use in the conduct of the Business (including as the Business is reflected in the Financial Statements).

Section 3.18 Bulk Sale Laws. The purchase, sale and transfer of the Purchased Assets pursuant to this Agreement are not subject to any bulk sales requirements or provisions set forth

in Division 6 of the California Uniform Commercial Code ("UCC") or otherwise (the "Bulk Sale Laws") and no notices or other instruments to the creditors of Seller are necessary to be published and/or delivered pursuant to the Bulk Sale Laws or otherwise in order to remove any Liens on the Purchased Assets.

Section 3.19 Absence of Changes. Except as set forth in Schedule 3.19, Since September 30, 2017, the Business has been operated only in the Ordinary Course and, without limiting the foregoing, neither Seller nor the Business has:

- (a) created or otherwise incurred any Lien on any Purchased Asset;
- (b) suffered any loss exceeding \$10,000 (whether or not covered by insurance), experienced any changes in the amount and scope of insurance coverage or suffered any destruction of its books and records;
- (c) sold, assigned, transferred, waived, released, leased or licensed, or permitted the cancellation, loss, lapse or abandonment or other disposition of, or failed to take reasonable steps to maintain, enforce and protect, any right or asset (tangible or intangible) used or held for use in the Business (including any right related to any Purchased Asset), except for the sale of inventory in the Ordinary Course;
- (d) acquired (whether by merger, consolidation, purchase of equity interests, purchase of assets or otherwise) any business or the material assets of any Person;
- (e) managed the working capital of the Business (including the inventory, accounts receivable, prepaid expenses, accounts payable and accrued expenses of the Business) other than in the Ordinary Course and, without limiting the foregoing, neither Seller nor the Business has delayed or postponed the acquisition of inventory or the payment of expenses or engaged in any other activity with suppliers or vendors that has or could reasonably be expected to have the effect of postponing to post-Closing periods costs and expenses that are related to, or would otherwise be expected to be incurred in, pre-Closing periods;
- (f) cancelled, delayed or postponed the payment of any material Liability, the making of any capital expenditure or the replacement, repair or maintenance of any Purchased Asset;
- (g) made any material change in the manner in which the Business extends discounts or credits to, or otherwise deals with, customers;
- (h) made any material change in the manner in which the Company markets its products or services;
- (i) engaged in any transaction outside the Ordinary Course; or
- (j) agreed, whether orally or in writing, to do any of the foregoing.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Seller to enter into this Agreement and to consummate the Transaction, Buyer hereby represents and warrants to Seller as of the date hereof that:

Section 4.1 Existence. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Wyoming.

Section 4.2 Authorization and Power. Buyer has all requisite power and authority to execute, deliver and perform each Transaction Agreement to which Buyer is a party and to consummate the Transaction. The execution, delivery and performance by Buyer of each Transaction Agreement to which Buyer is a party and the consummation of the Transaction have been duly authorized by Buyer's manager(s) and as otherwise may be required under Buyer's Governing Documents. No further limited liability company action on the part of Buyer is necessary to authorize Buyer entering into any Transaction Agreement or the consummation of the Transaction. Each Transaction Agreement to which Buyer is a party has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligations of Buyer enforceable against it in accordance with their respective terms, except as limited by bankruptcy, or insolvency Laws or Laws affecting creditors' rights generally or equitable principles.

Section 4.3 No Conflict; Consents. The execution, delivery and performance by Buyer of each Transaction Agreement to which Buyer is a party do not, and the consummation of the Transaction will not, violate, conflict with or result in the breach of any term, condition or provision of, (a) any Law to which Buyer is subject, (b) the Governing Documents of Buyer, or (c) any material Contract to which Buyer is a party or by which Buyer is otherwise bound. No authorization, approval or consent of, and no notice to or registration or filing with, any Person is required in connection with the execution, delivery or performance of any Transaction Agreement or the consummation of the Transaction by Buyer.

Section 4.4 Brokers. Neither Buyer nor any of its Affiliates has incurred any Liability to pay any fee or commission to any broker, finder or agent in connection with the Transaction for which Seller could become liable or obligated.

ARTICLE 5

POST-CLOSING COVENANTS

Section 5.1 Further Assurances.

(a) At any time and from time to time after the Closing Date, at Buyer's request, and without further consideration therefor, Seller shall execute and deliver any and all proper deeds, assignments and such other instruments of sale, transfer, conveyance, assignment and confirmation as Buyer may reasonably deem necessary in order more effectively to transfer, convey and assign to Buyer, and to vest, perfect or confirm (of record or otherwise) Buyer's title to, all of the Purchased Assets free and clear of all Liens, to put Buyer in actual possession and operating control thereof, and to assist Buyer in exercising all rights with respect thereto.

(b) Without limiting the generality of the Section 5.1(a), from and after the Closing, upon the request of Buyer, Seller shall give all notices to third parties, and shall use best efforts to obtain all consents from third parties (including Governmental Bodies), which are necessary or convenient for the consummation of the Transaction, including for the assignment of all of the Purchased Assets. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Purchased Asset (or any right or benefit thereunder) if an attempted assignment of such Purchased Asset without a notice to or consent from a third party would constitute a breach or default under such Purchased Asset or result in any right of acceleration, termination or cancellation thereunder. If a consent to assign any such Purchased Asset is obtained, such Purchased Asset shall be deemed to have been automatically assigned to Buyer at the Closing upon the terms and conditions set forth in this Agreement. If a consent to assign any such Purchased Asset is not obtained, Seller will cooperate with Buyer to design an arrangement pursuant to which Buyer will receive all rights and benefits under such Purchased Asset, and perform all of the obligations under such Purchased Asset that are necessary for Buyer to be entitled to receive such rights and benefits. After the Closing, Seller shall not amend, terminate, assign, transfer or renew (or fail to renew) any Purchased Asset that was not transferred to Buyer at Closing without first obtaining the written consent of Buyer. Nothing contained in this Section 5.1(b) or elsewhere in this Agreement shall be deemed to constitute (i) an agreement to exclude from the Purchased Assets any Assumed Contract as to which a consent may be necessary for its assignment to Buyer, or (ii) a waiver by Buyer of its right to have received on the Closing Date an effective assignment of all of the Purchased Assets or of the covenant of Seller to obtain all consents necessary to assign the Purchased Assets.

(c) Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Business as is reasonably necessary (i) for the preparation and filing of any Tax Return or (ii) for any other claim, audit, filing or proceeding relating to Tax matters.

(d) Seller agrees that, after the Closing Date, it shall hold and shall promptly transfer and deliver to Buyer from time to time as and when received by it any payment or property that it may receive after the Closing Date which properly belongs to Buyer pursuant to the terms of this Agreement and shall account to Buyer for all such receipts. Buyer agrees that, after the Closing Date, it shall hold and shall promptly transfer and deliver to Seller from time to time as and when received by it any payment or property that it may receive after the Closing Date which properly belongs to Seller pursuant to the terms of this Agreement and shall account to Seller for all such receipts.

Section 5.2 Name. Within (10) business days after the Closing Date, Seller will file a termination of any assumed name including the phrase "MFI Credit Solutions", "MFI" or any derivation thereof or any term or phrase substantially similar thereto in all jurisdictions where such assumed names have been filed. From and after the Closing Date, neither Seller nor any successor, assign or Affiliate of Seller or any Trust Party may, directly or indirectly, use (alone or in any combination) the phrase "MFI Credit Solutions", "MFI" or any derivation thereof or any term or phrase substantially similar thereto in connection with the operation of a business that provides or sells products or services similar to or in competition with the products or services of the Business.

Section 5.3 Restrictive Covenants.

(a) In order to protect the value and goodwill of the Business, Seller and Redacted - Confidential (each a "Restricted Person") hereby agree that for the three (3) year period from and after the date hereof (the "Restricted Period") no Restricted Person shall, directly or indirectly, through an Affiliate, family member or otherwise, either for his, her or its own benefit or for the benefit of any other Person and for clarity, without the prior written consent of Buyer (which consent may be withheld by Buyer in its sole discretion): (i) request or advise any supplier, bona fide prospective supplier, customer, bona fide prospective customer, licensee, licensor, landlord or other business relation of the Business to withdraw, curtail or cancel its business dealings with the Business; (ii) recruit, hire or solicit any employee, independent contractor or former employee or independent contractor of the Business (including any Offer Employee) or encourage any employee or independent contractor of the Business to leave Buyer's employ or engagement, as the case may be; (iii) call upon any Person who is a customer of the Business for the purpose of soliciting or selling products or services similar to or in competition with the products or services of the Business; (iv) intentionally or willfully disparage the Business, Buyer, any of its Affiliates or any of their respective products, services, officers, directors, managers, shareholders, members, partners or employees in any matter that is materially harmful to it or its reputation; or (v) compete with the Business in any manner or capacity (including through any form of ownership, lending relationship, or as an advisor, principal, agent, partner, officer, director, employee, employer, consultant, or otherwise) in the State of California or in any other geographic area where Seller (x) conducts the Business on the date hereof; provided, however, that neither (A) any Person's continued employment with the Business or Buyer after the date hereof, (B) ownership by a Restricted Person, as a passive investment, in the aggregate of less than two percent (2%) of the outstanding shares or other equity interests of capital stock of any corporation or other entity listed on a national securities exchange or publicly traded on any nationally-recognized over-the-counter market, or (C) the ownership by Redacted - Confidential of equity or other interests in Redacted - Confidential, shall constitute a breach of this Section 5.3(a).

(b) The Restricted Persons acknowledge and agree that the amount of actual damages suffered by the Business, Buyer and its Affiliates in the event of an actual or threatened breach of this Section 5.3 will be difficult or impossible to accurately calculate and there will not be an adequate remedy at law available to fully compensate such Person in the event of such an actual or threatened breach. Consequently, the Restricted Persons agree that in addition to any other remedy or relief to which it may be entitled, in the event of a breach or threatened breach of this Section 5.3, the Business, Buyer and its Affiliates shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security), and neither the breaching party nor any of their Affiliates will oppose the granting of any such relief on the ground(s) that the Business, Buyer and its Affiliate has an adequate remedy at law, has not proven actual damages, and/or should be required to post a bond or other security.

(c) If any provision contained in this Section 5.3 is, for any reason, held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Section 5.3, but this Section 5.3 will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. It is the

intention of the Parties that if any of the restrictions or covenants contained in this Section 5.3 is held to cover a geographic area or to be of a length of time that is not permitted by applicable Law, or in any way construed to be too broad or to any extent invalid, such provision will not be construed to be null, void and of no effect; instead, the Parties agree that a court of competent jurisdiction will construe, interpret, reform or judicially modify this Section 5.3 to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained herein) as will be valid and enforceable under such applicable Law.

(d) Each Restricted Person expressly acknowledges and agrees that (i) each of the restrictions contained in this Section 5.3 is reasonable in all respects (including with respect to subject matter, time period and geographical area) and such restrictions are necessary to protect Buyer's interest in, and value of, the Business (including the goodwill inherent therein), (ii) the Restricted Persons are primarily responsible for the creation of such value, and (iii) Buyer would not have entered into this Agreement or consummated the Transactions without the restrictions contained in this Section 5.3.

(e) Each Restricted Person expressly acknowledges and agrees that in the event of any violation of the provisions of this Section 5.3 by a Restricted Person, the restrictions contained in this Section 5.3, as applicable to such Restricted Person, shall be extended by a period of time equal to the period of such violation, it being the intention of the Parties that the running of the restriction period for such Restricted Person shall be tolled during any period of such violation.

Section 5.4 Transferred Employees. Promptly following the Closing, Buyer will offer employment to each of the employees of Seller listed on Schedule 5.4 ("Offer Employees") on terms and conditions acceptable to Buyer. Seller shall use commercially reasonable efforts to encourage and induce such individuals to accept such offer of employment. All such individuals who accept employment with Buyer and become employees of Buyer or such Affiliate are hereinafter called "Transferred Employees". At or prior to the Closing, Seller will terminate the employment of all Employees of the Business as of the Closing Date. Neither Buyer nor any Affiliate of Buyer will be responsible for payment or reimbursement of any salary or benefits of any Employees of Seller, directly or indirectly, including, without limitation, any bonuses, vacation and sick leave obligations vacation pay or benefits due and owing any such Employees for periods at or before the Closing Date and any customary year-end bonuses or SEP-IRA contributions for the calendar year ended December 31, 2016. Nothing contained herein is intended to create any claim or right on the part of any Employee of Seller and no such Employee of Seller shall be entitled to assert any claim or right hereunder. Nothing contained in this Agreement shall obligate Buyer to hire or continue the employment of any Employee of Seller. Buyer may, but Buyer shall not be obligated to, offer employment to those Employees it desires to hire and Buyer shall be responsible for the salaries and payroll taxes of those Employees it employs following the Closing Date only for the services of such employees occurring in periods following the Closing Date. Subject to applicable Law, Buyer will have reasonable access to the facilities of the Business and its personnel records (including performance appraisals, disciplinary actions, grievances and other records) of Seller for the purpose of preparing for and conducting employment interviews with such Employees as Buyer desires to interview. Seller shall (and Buyer shall not) be responsible for (a) the payment of all

wages and other remuneration due to Seller's Employees with respect to their services as Employees of Seller through the Closing Date, including bonus payments and all vacation pay earned prior to the Closing Date and any customary year-end bonuses or SEP-IRA contributions for the calendar year ended December 31, 2016; (b) the payment of any termination or severance payments and the provision of health plan continuation coverage in accordance with the requirements of COBRA and Sections 601 through 608 of ERISA; and (c) any and all payments to Employees required under the WARN Act. Additionally, Seller shall (and Buyer shall not) be liable for any claims made or incurred by Seller's Employees and their beneficiaries through the Closing Date under the Employee Plans. For purposes of the immediately preceding sentence, a charge will be deemed incurred, in the case of hospital, medical or dental benefits, when the services that are the subject of the charge are performed and, in the case of other benefits (such as disability or life insurance), when an event has occurred or when a condition has been diagnosed that entitles the employee to the benefit. Seller shall provide Buyer with completed I-9 forms and attachments with respect to all of Seller's Employees who are hired by Buyer, except for such Employees as Seller certifies in writing to Buyer are exempt from such requirement. Buyer shall not have any Liability, whether to Seller's Employees, former employees, their beneficiaries or to any other Person, with respect to any Employee Plans, practices, programs or arrangements (including the establishment, operation or termination thereof and the notification and provision of COBRA coverage extension) maintained by Seller.

Section 5.5 Access to and Retention of Records. For a period of three (3) years after the date of this Agreement, but only so long as the pre-Closing books and records for the Business remain in existence and available, upon reasonable prior notice any party shall have the right to inspect and, at its expense, to make copies of such pre-Closing books and records in the possession of the other party at reasonable times during normal business hours under the supervision of such other Party's agents and without disruption of such other Party's business activities in any material manner, in each case, solely for the purpose of preparing financial statements and tax returns relating to pre-Closing periods. Buyer agrees not to destroy or dispose of such pre-Closing books and records of the Business for a period of at least three (3) years from the Closing without first offering Seller reasonable notice and opportunity to take possession of such books and records at Seller's expense prior to such destruction or disposal.

ARTICLE 6

SURVIVAL; INDEMNIFICATION

Section 6.1 Survival of Representations and Warranties. The representations and warranties of the Parties in this Agreement shall survive the consummation of the Transaction and shall remain in effect for a period of twenty four (24) months after the Closing Date, provided, however, that the Fundamental Representations shall survive until the date that is one (1) year after the expiration of the applicable Texas statute of limitations. All covenants and agreements set forth herein shall survive the consummation of the Transaction in accordance with their respective terms. In the event notice of any indemnifiable claim shall have been given within the applicable survival period, all representations and warranties that are the subject of such indemnifiable claim shall survive until such indemnifiable claim is finally resolved. Indemnification obligations with respect to any Losses suffered relating to fraud or

misrepresentation of a significant fact or the volitional withholding of any significant fact by any Party shall not expire.

Section 6.2 Indemnification by Seller. Subject to the terms, conditions and limitations set forth in this Article 6, Seller shall indemnify and defend Buyer and its Affiliates and their respective officers, directors, managers, shareholders, members, partners, employees, lenders, agents, representatives, successors and permitted assigns (each a "Buyer Indemnified Party") against, and shall hold each of them harmless from, any and all damages, losses, injuries, Liabilities, claims, demands, Proceedings, judgments, awards, settlements, assessments, deficiencies, Taxes, penalties, fines, charges, payments, costs or expenses (including reasonable investigation and legal fees) or reduction in value, whether or not involving a third-party claim (collectively, "Losses"), arising, directly or indirectly, from or in connection with:

- (a) any facts or circumstances which constitute a breach or inaccuracy of any representation or warranty of Seller in this Agreement or any other Transaction Agreement;
- (b) any breach or nonfulfillment of any covenant, agreement or obligation of Seller in this Agreement or any other Transaction Agreement;
- (c) the operation of the Business on or prior to the Closing Date; and/or
- (d) any Liability of Seller (other than Liabilities assumed by Buyer under the Assumed Contracts) or any Retained Liability (including Seller's failure to perform or in due course pay and discharge any Retained Liability as provided in Section 1.3).

Section 6.3 Indemnification by Buyer. Subject to the terms, conditions and limitations set forth in this Article 6, Buyer shall indemnify and defend Seller and its Affiliates, and their respective officers, directors, managers, shareholders, members, partners, employees, lenders, agents, representative, successors and permitted assigns (each a "Seller Indemnified Party") against, and shall hold them harmless from, any Loss arising, directly or indirectly, from or in connection with:

- (a) any facts or circumstances which constitute a breach or inaccuracy of any representation or warranty of Buyer in this Agreement or any other Transaction Agreement;
- (b) any breach or nonfulfillment of any covenant, agreement or obligation of Buyer in this Agreement or any other Transaction Agreement;
- (c) operation of the Business after the Closing Date; and/or
- (d) any Liability assumed by Buyer under the Assumed Contracts (including Buyer's failure to perform or in due course pay and discharge any such assumed Liability, expressly excluding any Loss for which Seller is required to indemnify under Section 6.2(d) above).

Section 6.4 Limitations on Indemnification.

(a) In no event shall Buyer or Seller be required to make indemnification payments hereunder for Losses that result solely from facts or circumstances which constitute a breach or inaccuracy of any representation or warranty in Article 3 or Article 4 (other than breaches or inaccuracies of Fundamental Representations) unless the aggregate amount of all such Losses suffered by the Buyer Indemnified Parties or the Seller Indemnified Parties, as applicable, exceeds \$10,000 (the "Deductible"), in which case, Buyer or Seller, as the case may be, shall be liable for all such Losses in excess of the Deductible.

(b) In no event shall Buyer or Seller be required to make indemnification payments hereunder for Losses that result solely from facts or circumstances which constitute a breach or inaccuracy of any representation or warranty in Article 3 or Article 4 (other than breaches or inaccuracies of Fundamental Representations) in excess of \$1,500,000 the "Cap").

(c) The limitations set forth in this Section 6.4 shall not apply to any claim involving fraud, willful misconduct or an intentional misrepresentation of fact in connection with the transactions contemplated by this Agreement.

Section 6.5 Treatment of Indemnification Payments. Each Party will treat all payments made pursuant to Article 6 as adjustments of the Purchase Price for all purposes.

Section 6.6 Right to Setoff. Buyer is hereby authorized at any time and from time to time following the Closing, to the fullest extent permitted by applicable Law, to setoff and apply any of the next due and owing indebtedness or payments at any time owing by Buyer to Seller or the landlord under the Lease Agreement or otherwise against any and all of the unpaid indemnification obligations of Seller at any time and from time to time existing under Section 6.2 or obligations arising pursuant to Section 1.4.

Section 6.7 Payment and Defense of Claims.

(a) A Person seeking indemnification pursuant to this Article 6 ("Indemnitee") shall, promptly after obtaining knowledge of any direct or third party claim in respect of which indemnification may be sought hereunder (a "Claim"), notify the party from whom such indemnification is sought ("Indemnitor") in writing of the commencement or threat of such Claim, specifying in reasonable detail the direct or third party claim including, to the extent reasonably practicable, an estimate of Damages claimed, and the basis for indemnification. Notwithstanding the foregoing, and provided that the notice is given within the applicable survival period, the right to indemnification under this Agreement will not be affected by the delay by the Indemnitee to give any notice unless, and then only to the extent that, the rights and remedies of the Indemnitor have been materially prejudiced because of the delay in giving the notice. A direct Claim shall be paid in full within thirty (30) days after receipt of written demand of payment by the Indemnitor, and will thereafter bear interest by the Indemnitee at the "prime rate" of interest (base rate on corporate loans at the nation's largest banks) quoted in the Wall Street Journal as of the date of notification of the Claim (or if the Wall Street Journal is not published on such date, then as of the first date immediately preceding such date in which the Wall Street Journal is published).

(b) In the event of the commencement of any third party action or Proceeding

as to which the Indemnitee notifies the Indemnitor, the Indemnitor will be entitled to participate therein and to assume the defense thereof at the Indemnitor's expense (with counsel reasonably satisfactory to the Indemnitee), so long as it promptly notifies the Indemnitee of its election and acknowledges the Indemnitor's obligations under this Article 6; provided, however, that the Indemnitee may elect to retain control of the defense, at the Indemnitor's expense (with counsel reasonably satisfactory to the Indemnitor) if: the Indemnitee determines in good faith that there is a commercially reasonable probability that the Claim may adversely affect the Indemnitee or any of its Affiliates as a result of something other than monetary damages (e.g., goodwill or reputation with a manufacturer or other important relationship). The Indemnitee also may defend a Claim at the Indemnitor's expense (with counsel reasonably satisfactory to the Indemnitor) if the Indemnitor fails to assume the Claim's defense within twenty (20) days after being notified of the Claim. Nothing herein shall be construed to give any insurance carrier a right of subrogation for Claims paid. Further, nothing herein shall be construed to create any rights enforceable by any person not a party to this Agreement (other than a Seller Indemnified Person or Buyer Indemnified Person).

(c) If the Indemnitor is assuming the control of the defense pursuant to (b) above, the Indemnitee shall have the right to employ separate counsel in such action or Proceeding and to participate in the defense or conduct thereof, but the fees and expenses of such counsel shall not be at the expense of the Indemnitor.

(d) As to cases in which the Indemnitor has assumed and is providing the defense for the Indemnitee, the control of such defense and the right to reach settlement in such action or proceeding shall be vested in the Indemnitor, subject to the following:

(i) If the Indemnitee objects to a settlement which has otherwise been fully agreed to by the Indemnitor, the Indemnitee may nevertheless prohibit the Indemnitor from making such settlement, in which case the Indemnitor shall pay to the Indemnitee the proposed cost to the Indemnitor of such settlement (the "Settlement Cost"), in cash, and the Indemnitee shall thereafter be responsible for such matter and the Indemnitor shall have no further indemnification obligations with respect to such matter except for fees and expenses of counsel arising hereunder and shall be indemnified by the Indemnitee for any loss or liability in excess of the Settlement Cost imposed on the Indemnitor by any later settlement or adjudication.

(ii) If the Indemnitee objects to the continuation of any Proceeding or action by the Indemnitor, the Indemnitee may direct the Indemnitor to settle such case, the cost of which shall be paid by the Indemnitee.

(iii) In no event may the Indemnitor settle a Claim or consent to an entry of judgment without the Indemnitee's consent that does not include as an unconditional term the giving by the claimant of a release of the Indemnitee from all liability for Damages in respect of the Claim.

(e) If the Indemnitor has not assumed the defense (for any reason) of any such Claim by a third party or litigation resulting therefrom, the Indemnitee may defend against such Claim in such manner as it may deem appropriate and may settle such Claim on such terms as it

may deem appropriate; provided, however, that if the Indemnitor objects to a settlement which has otherwise been fully agreed to by the Indemnitee, the Indemnitor may nevertheless prohibit the Indemnitee from making such settlement, so long as: (i) the Indemnitor irrevocably acknowledges its obligations under this Section 6 with respect to such Claim, and (ii) the Indemnitor furnishes evidence satisfactory to the Indemnitee of the financial ability to so indemnify.

(f) The party controlling the defense of any Claim shall update the other party on a regular basis regarding the status of the proceeding or litigation, costs incurred to date, the status of settlement or other negotiations and other matters reasonably requested by the party not in control of the defense.

Section 6.8 Indemnification In Case of Indemnified Person Negligence.

THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT SHALL BE ENFORCEABLE REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION.

ARTICLE 7

DEFINED TERMS

Section 7.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such first Person.

"Assumed Contracts" means the Contracts of the Business listed on Schedule 7.1(a).

"Benefit Plan" means a Pension Plan, a Welfare Plan or any other plan or program for employees relating to deferred compensation, bonus, performance compensation, severance, vacation, sick pay, incentive, insurance, health or welfare.

"Business" means all activities and services contemplated by the Assumed Contracts, including credit reporting and related services and activities of Seller as conducted as of the Closing Date.

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

"Contract" means any agreement, contract, lease, sublease, license, sublicense, indenture, mortgage, instrument, note, guaranty, customer order, purchase order, franchise, joint venture agreement, partnership agreement or other arrangement, understanding, permission or commitment, in each case, whether written or oral.

"Employment Documents" means the Employment Agreements of even date with this Agreement by and between Buyer, as employer, and **Redacted - Confidential** **Redacted - Confidential** as employees, and the other employment documents to be executed by the Offer Employees in the forms attached hereto as Exhibit 7.1(a).

"Environmental Law" means, whenever in effect, all Laws and contractual Liabilities concerning public or worker health or safety, pollution or protection of the environment.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Fundamental Representations" means the representations and warranties set forth in Sections 3.1 (Existence), 3.2 (Authorization and Power), 3.3 (No Conflict; Consents), 3.4 (Brokers), 3.7 (Compliance with Laws), 3.12 (Taxes and Tax Returns), 3.14 (Employee Benefit Plans), Section 3.18 (Bulk Sale Laws), 4.1 (Existence), 4.2 (Authorization and Power), 4.3 (No Conflict; Consents), and 4.4 (Brokers).

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, in the case of a corporation, its certificate or articles of incorporation and the by-laws (or analogous documents), in the case of a limited liability company, its certificate of formation and operating or limited liability company agreement (or analogous documents) and in the case of a limited partnership its certificate of formation and limited partnership agreement (or analogous documents).

"Governmental Body" means any federal, state, municipal, local or other government department, quasi-governmental department, commission, board, bureau, agency or instrumentality, regulatory or self-regulatory authority, any tribunal, any court, or any other political or other subdivision, department or branch of any of the foregoing, in each case whether of the United States or foreign.

"Intellectual Property Assets" means all intellectual property and proprietary rights throughout the world relating to the Business, including all: (i) patents, patent applications and inventions; (ii) trademarks, service marks, logos, trade names, slogans and internet domain names and email addresses, and all registrations, applications and renewals for any of the foregoing, and all goodwill associated with the foregoing; (iii) copyrights and works of authorship, and all registrations, applications and renewals for any of the foregoing; (iv) trade secrets and other proprietary information; and (v) computer software and software systems.

"Knowledge", means, as to any Person, the actual knowledge or awareness of such Person without implying any duty of inquiry or investigation regarding the particular matter in question and with respect to Seller this shall be the knowledge of **Redacted - Confidential** **Redacted - Confidential**

"Law" means any foreign or domestic law, common law, treaty, statute, ordinance, rule, regulation, enforceable requirement, binding determination, order, decree, judgment, injunction or other pronouncement having the effect of law.

"Lease Agreement" means the Lease Agreement of even date with this Agreement by and between Buyer, as tenant, and Redacted - Confidential as landlord, and relating to the facility located at 18685 Main Street, #100 PMB624, Huntington Beach, California 92648 in form attached hereto as Exhibit 7.1 (c).

"Leased Real Property" means the facility subject to the Lease Agreement.

"Liability" means any liability or obligation of whatever kind or nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due.

"Lien" means any lien, encumbrance, mortgage, security interest or pledge.

"Ordinary Course" means, with respect to any Person, an action taken by such Person will be deemed to have been taken in the "Ordinary Course" only if such action is consistent with the past practices of such Person (including with respect to quantity and frequency) and is taken in the ordinary course of the normal day to day operations of such Person.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA.

"Permit" means any license, permit, approval, franchise, registration, certificate, variance, authorization or similar right issued by or obtained from a Governmental Body.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, trust, business association, organization, Governmental Body or other entity.

"Proceeding" means any action, claim, complaint, charge, injunction, order, judgement, decree, arbitration, audit, hearing, investigation, litigation, suit or proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before any Governmental Body or arbitrator.

"Purchased Assets" means all of Seller's right, title, and interest in and to (i) all Assumed Contracts set forth on Schedule 7.1(a), (ii) all goodwill attributable to the Business, (iii) all right, title and interest of Seller and its Affiliates to any name containing the phrase "MFI Credit Solutions" "MFI" or any derivations thereof and any and all websites, web addresses, trademarks, logos and assumed names of Seller and its Affiliates related to the Business and (iv) all right, title and interest of Seller and its Affiliates in all (A) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery and rights of set-off, including rights under warranties, indemnities and all other similar rights against third parties relating to the Business, (B) customer deposits and other payments made by customers of the Business in advance of delivery of goods or services to such customers, (C) Permits related to the Business and (D) all Intellectual Property Rights related to the Business, (v) files, data and other records which relate to the Business, including all lists and records pertaining to customers, suppliers,

personnel and agents and all books, records, ledgers, documents, correspondence, lists, specifications, advertising and promotional materials, studies, reports, and other printed or written materials, (vi) transferable telephone exchange numbers related to the Business and the right to receive and retain mail and other communications and collections relating to the Business and (vii) all insurance benefits, including proceeds arising from or relating to the Business; provided, however, that, notwithstanding anything contained herein to the contrary, the Purchased Assets shall not include any Retained Asset.

"Retained Assets" means all assets of Seller that are not used or held for use in the Business consisting solely of: (a) Seller's Governing Documents, qualifications to conduct business as a foreign entity, taxpayer and other identification numbers, seals, minute books, equity transfer books, equity certificates and other documents relating to the organization, maintenance and existence of Seller as a limited liability company; (b) all equity interests of Seller or any other Person; (c) all Contracts that are not an Assumed Contract; (d) all Transaction Agreements and all rights of Seller thereunder; (e) all assets maintained pursuant to or in connection with any Benefit Plan; (f) all cash and cash equivalent items of Seller, together with the bank accounts and bank account records of Seller; (g) all accounts receivable of Seller; and (h) the assets set forth on Schedule 7.1(d).

"Tax" means any federal, state, local or foreign tax, assessment, governmental charge or imposition, including any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, escheat, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Governmental Body.

"Tax Return" means any federal, state, local and foreign return, report, statement or other similar document required to be filed with any Governmental Body with respect to Taxes.

"Transaction" means the transactions contemplated by this Agreement, including the sale and transfer of the Purchased Assets by Seller and the assumption of the Assumed Contracts by Buyer.

"Transaction Agreements" means this Agreement, the Lease Agreement, the Employment Agreements and the other employment documents to be executed by the Offer Employees, the Promissory Note and all other agreements, documents or certificates to be executed and delivered by a Party or Person in connection with the Transaction.

"Welfare Plan" means an "employee welfare benefit plan" as defined in Section 3(1) of ERISA.

ARTICLE 8

MISCELLANEOUS

Section 8.1 Expenses. Except as otherwise expressly provided in this Agreement, each Party shall pay its own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the Transaction, including all fees and expenses of its agents, representatives, counsel and accountants. Seller shall pay all sales tax, transfer tax, intangibles tax, filing fees, recording and registration fees and similar government charges applicable to the Transaction, including all taxes and charges payable, if any, upon the transfer of title to any Purchased Assets. Buyer and Seller will cooperate to prepare and file with the proper public officials, as and to the extent available and necessary, all appropriate sales tax exemption certificates or similar instruments as may be necessary to avoid the imposition of sales, transfer and similar taxes on the transfer of Purchased Assets pursuant hereto and for the filing of any applicable bulk sales tax notices and filings.

Section 8.2 Public Announcements. After the date hereof, Seller will not make (and Seller will cause its respective representatives not to make) any public announcement with respect to this Agreement, the Transaction or the Business without the prior written consent of Buyer.

Section 8.3 Entire Agreement. This Agreement and the other Transaction Agreements sets forth the entire understanding of the Parties with respect to the Transaction. Any and all previous agreements and understandings between or among the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

Section 8.4 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed by or on behalf of each of the Parties. Buyer may waive compliance by Seller, and Seller may waive compliance by Buyer, by an instrument in writing signed by or on behalf of the Party waiving compliance, with any term or provision of this Agreement that the other Party was or is obligated to comply with or perform.

Section 8.5 Assignment and Binding Effect. This Agreement may not be assigned by any Party without the prior written consent of the other Party; provided that Buyer may, without the prior written consent of any Party, assign any or all of its rights hereunder to (a) one or more of its Affiliates, (b) any lender for collateral purposes or (c) any future purchaser of all or substantially all of the Purchased Assets; provided, further, that no such assignment shall relieve Buyer of its obligations hereunder. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective executors, heirs, personal representatives, successors and permitted assigns.

Section 8.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand, (b) when sent by electronic transmission (including facsimile and email) with written confirmation of transmission, (c) one business day following the day sent by reputable overnight courier (with written confirmation of receipt) or (d) three (3) business days following the date sent by U.S. registered or certified mail (return receipt requested), in each case at the following addresses and

facsimile numbers (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Seller and/or Redacted - Confidential, one notice to:

With a required copy
(which shall not constitute
notice to Seller) to:

Redacted - Confidential

Email: Redacted - Confidential

Price, Crooke, Gary &
Hammers, Inc.
10 Corporate Park
Suite 300
Irvine, CA 92606
Attention: Steve Crooke
Facsimile: (949)26-6935
Email:
scrooke@pcghlawyers.com

If to Buyer, to:

MFI Credit Solutions, LLC
16350 Park Ten Place, Suite 103
Houston, Texas 77084
Attention: Matthew D. Hill
Facsimile No.: 281-503-7477
Email: mhill@starrexintl.com

With a required copy
(which shall not constitute
notice to Buyer) to:

York & Hinds, P.C.
2000 Bering Dr., Suite 850
Houston, Texas 77057
Attention: William York
Facsimile: 713-659-5755
Email: wey@yorkhinds.com

Section 8.7 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Texas.

Section 8.8 Jurisdiction and Venue. All Proceedings arising out of or relating to this Agreement and/or the Transaction shall be heard and determined exclusively in a state or federal court in Harris County, Texas. Consistent with the preceding sentence, each Party hereby expressly, irrevocably and unconditionally (a) submits to the exclusive jurisdiction of any state or federal court in Harris County, Texas for the purpose of any Proceeding brought by any Party hereto arising out of or relating to this Agreement and/or the Transaction, (b) waives any objection to the above courts based on lack of personal jurisdiction or inconvenient forum and (c) waives its right to bring any Proceeding arising out of or relating to this Agreement and/or the Transaction in any other jurisdiction.

Section 8.9 Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN

STATEMENT OR ACTION OF ANY PARTY HERETO THAT IS RELATED TO THE TRANSACTION.

Section 8.10 No Third Party Beneficiaries. Other than those Persons entitled to indemnification by Seller or Buyer pursuant to Article 6, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 8.11 No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 8.12 Rules of Construction. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The words "hereof," "herein" and "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless the context explicitly requires otherwise, the word "or" shall include both the conjunctive and disjunctive and the word "any" shall mean "one or more". The terms "Dollars" and "\$" mean United States Dollars; Wherever the word "include," "includes" or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation." Any statute defined or referred to herein or in any other Transaction Agreement means such statute as from time to time amended, modified or supplemented, including by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. All accounting terms not otherwise defined in this Agreement shall have the meanings ascribed to them under GAAP.

Section 8.13 Schedules and Exhibits. All Schedules and Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement and, unless otherwise defined therein, all terms used in any Schedule or Exhibit shall have the respective meanings ascribed to such terms in this Agreement.

Section 8.14 Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof; and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.15 Remedies. In the event of any breach of this Agreement by any Party, the non-defaulting Party shall, in addition to any other remedy provided herein or by law or in equity, be entitled to seek specific enforcement of the terms hereof and other appropriate injunctive relief in any court of competent jurisdiction, and no proof of damage or bond or other security shall be required in connection therewith.

Section 8.16 Attorneys Fees. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding or any appeal therefrom, in addition to any other relief to which it may be entitled.

Section 8.17 Counterparts. This Agreement may be executed in any number of counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

Signature page follows:

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

BUYER

MFI Credit Solutions, LLC

By: _____
Matthew D. Hill, President

SELLER

MJ Coastal Enterprises, Inc.

By: _____

Name: _____

Title: _____

Redacted - Confidential

Redacted - Confidential

Redacted - Confidential TRUST
DATED JANUARY 1, 2015

Redacted - Confidential

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

BUYER

MFI Credit Solutions, LLC

By: _____
Matthew D. Hill, President

SELLER

MJ Coastal Enterprises, Inc.

By: **Redacted - Confidential**
Name: **Redacted - Confidential**
Title: *President*

Redacted - Confidential

Redacted - Confidential

Redacted - Confidential TRUST
DATED JANUARY 1, 2015

Redacted - Confidential

Redacted - Confidential

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

BUYER

MFI Credit Solutions, LLC

Redacted - Confidential

By:

Matthew D. Hill, President

SELLER

MJ Coastal Enterprises, Inc.

By: _____

Name: _____

Title: Redacted - Confidential

Redacted - Confidential

Redacted - Confidential

Redacted - Confidential TRUST
DATED JANUARY 1, 2015

Redacted - Confidential

Schedule 1.3

Redacted - Confidential Liabilities

Redacted - Confidential

Redacted - Confidential

Schedule 1.4
Accounts Payable

<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Due Date</u>	<u>Open Balance</u>
-------------	---------------	-------------	-----------------	---------------------

Redacted - Prejudicial

Schedule 1.6
Allocation of Purchase Price

The allocation described in this Schedule 1.6 is intended to conform to the requirements of Code section 1060 and shall be made in a manner that so conforms.

Solely for the purposes of allocation pursuant to this Schedule 1.6, the price to be allocated (the "Purchase Consideration") shall consist of the price paid for the Purchased Assets, modified to take into account any adjustments required to conform to the definition of the "consideration received for such assets" within the meaning of Code section 1060(a), including treating Assumed Liabilities as part of the Purchase Consideration.

The sum of the Purchase Price and the Assumed Liabilities (except to the extent that such Assumed Liabilities are not required to be capitalized for income tax purposes) shall be allocated among the Purchased Assets within 120 days of the Closing Date. Any subsequent adjustments to the sum of the Purchase Price and Assumed Liabilities (except to the extent that such Assumed Liabilities are not required to be capitalized for income tax purposes) shall be reflected by Buyer in the allocation hereunder in a manner consistent with Section 1060 of the Code and the regulations thereunder. For all Tax purposes, Purchaser and seller agree to report the transactions contemplated in this Agreement in a manner consistent with the terms of this Agreement, and that none of them will take any position inconsistent therewith in any Tax Return, in any refund claim, in any related litigation, or other related dispute.

Schedule 3.3
Consents

Redacted - Prejudicial



Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Schedule 3.5
Financial Statements

- The unaudited balance sheets of Seller as of December 31, 2015 and December 31, 2016
- The related unaudited statements of income, cash flows and change in shareholders' equity for the years ended December 31, 2015 and December 31, 2016
- The unaudited balance sheet of Seller as of September 30, 2017 (the "Latest Balance Sheet")
- The related unaudited statements of income and cash flows of Seller for the nine (9) month period ended September 30, 2017

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Redacted - Prejudicial

Schedule 3.7
Compliance with Laws

NONE

Schedule 3.8
Permits

City of Huntington Beach Business License

Schedule 3.9
Proceedings

NONE

Schedule 3.10
Contracts

- (i) Contracts with EXPERIAN, EQUIFAX and TRANS UNION
- (ii) None
- (iii) None
- (iv) None
- (v) None
- (vi) None

Schedule 3.11
Environmental

NONE

Schedule 3.13 & Schedule 3.14
Employees & Benefit Plans

Redacted - Confidential and Prejudicial



These employees are subject to no other Benefit Plans as described in the Asset Purchase Agreement.

Schedule 3.15
Intellectual Property Assets

“MFI Credit Solutions” Fictitious Business Name filing in Orange County, California for MJ Coastal Enterprises, Inc.

Domain Name and Email Address: **WWW.mfcreditsolutions.com** – this address is hosted on the Redacted - Confidential server which account is held by Redacted - Confidential and is listed as a retained asset in Schedule 7.1 (d). (Buyer will need to move the domain name and email accounts to a new host after Closing.)

Schedule 3.16
Top Five Customers & Suppliers

Redacted - Prejudicial



Schedule 3.19
Absence of Changes

(a) None

(b) None

(c) None

(d) None

(e) None

(f) None

(g) None

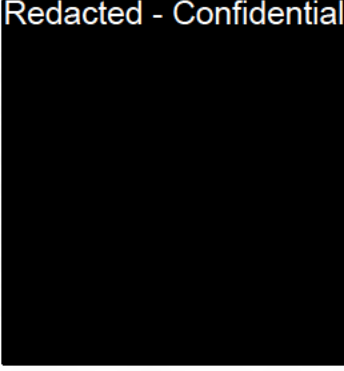
(h) **Redacted - Prejudicial**

(i) None

(j) None

Schedule 5.4
Offer Employees

Redacted - Confidential



Schedule 7.1(a)
Assumed Contracts

Redacted - Prejudicial



Schedule 7.1 (d)
Retained Assets

Redacted - Confidential

