

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4443647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GIANT GRAY, INC.	09/08/2016
RECEIVING PARTY DATA	
Name:	HILLERY N. HOLT
Street Address:	508 W. HIGH STREET
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	DONNA HUTTON
Street Address:	1042 CHIPMUNK LANE
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	WILLIAM HUTTON
Street Address:	1042 CHIPMUNK LANE
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	GARY HUTTON
Street Address:	2101 KITCHEN DR.
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46017
Name:	DEBORAH K. HUTTON
Street Address:	2101 KITCHEN DR.
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46017
Name:	RONALD JAMES
Street Address:	3906 CLARK ST.
City:	ANDERSON

PATENT

State/Country:	INDIANA
Postal Code:	46013
Name:	JUDITH JAMES
Street Address:	3906 CLARK ST.
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46013
Name:	ANN JOHNSON
Street Address:	6236 SOUTH FOX CHASE LANE
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	NORMAN JOHNSON
Street Address:	6236 SOUTH FOX CHASE LANE
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	JOYCE A. JUDGE
Street Address:	20787 WATERSCAPE WAY
City:	NOBLESVILLE
State/Country:	INDIANA
Postal Code:	46062
Name:	LOIS JANE KEEVIN
Street Address:	5773 W. 300 S.
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46011
Name:	SANDRA KINNAMAN
Street Address:	3419 VILLAGE DR.
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46011
Name:	JOY E. KINNEY
Street Address:	7232 S. 675 WEST
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	EHSAN KOUSARI
Street Address:	2306 N. NEW YORK

PATENT

REEL: 042687 FRAME: 0056

City:	MUNCIE
State/Country:	INDIANA
Postal Code:	47304
Name:	MARY KOUSARI
Street Address:	2306 N. NEW YORK
City:	MUNCIE
State/Country:	INDIANA
Postal Code:	47304
Name:	CHERYL J. LEMASTER
Street Address:	690 NORTH US 227
City:	UNION CITY
State/Country:	INDIANA
Postal Code:	47390
Name:	CARL D. LEMASTER
Street Address:	690 NORTH US 227
City:	UNION CITY
State/Country:	INDIANA
Postal Code:	47390
Name:	CAMILLE LITTLE
Street Address:	1222 WILLOW WAY
City:	NOBLESVILLE
State/Country:	INDIANA
Postal Code:	46062
Name:	STEPHEN C. LITTLE
Street Address:	1222 WILLOW WAY
City:	NOBLESVILLE
State/Country:	INDIANA
Postal Code:	46062
Name:	JOSEPH MARCUM
Street Address:	8866 SOMMERWOOD DRIVE
City:	NOBLESVILLE
State/Country:	INDIANA
Postal Code:	46060
Name:	DEBRA MARCUM
Street Address:	8866 SOMMERWOOD DRIVE
City:	NOBLESVILLE
State/Country:	INDIANA
Postal Code:	46060
Name:	JOHN MCAVOY

PATENT

REEL: 042687 FRAME: 0057

Street Address:	2777 FORT SCOTT DR.
City:	ARLINGTON
State/Country:	VIRGINIA
Postal Code:	22202
Name:	TIFFANY MCAVOY
Street Address:	2777 FORT SCOTT DR.
City:	ARLINGTON
State/Country:	VIRGINIA
Postal Code:	22202
Name:	LUCINDA MCCORD
Street Address:	2724 ALEXANDRIA PIKE
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46011
Name:	STEPHEN MCCORD
Street Address:	2724 ALEXANDRIA PIKE
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46011
Name:	CHRISTINE MCKAIN
Street Address:	236 SUMERVILLE ROAD
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46011
Name:	JOAN MERCER
Street Address:	1528 SOUTH I STREET
City:	ELWOOD
State/Country:	INDIANA
Postal Code:	46036
Name:	GILBERT MORRIS
Street Address:	3728 BRIGHTON LANE
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46012
Name:	DEBRA MORRIS
Street Address:	3728 BRIGHTON LANE
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46012

PATENT

REEL: 042687 FRAME: 0058

Name:	MICHAEL J. NECESSARY
Street Address:	4359 HICKORY STICK ROW
City:	GREENWOOD
State/Country:	INDIANA
Postal Code:	46143
Name:	SUE ELLEN PEGLOW
Street Address:	8605 PATRICIA LYNN LN.
City:	SHERWOOD
State/Country:	ARKANSAS
Postal Code:	72120
Name:	CYNTHIA PETERS
Street Address:	2304 NORTH ROXBURY LANE
City:	MUNCIE
State/Country:	INDIANA
Postal Code:	47304
Name:	DAVID A. PIKE
Street Address:	1418 NORTH DRIVE
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46011
Name:	DONALD B. REECE
Street Address:	6324 W. CONGRESS DR.
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	MYRTLE D. REECE
Street Address:	6324 W. CONGRESS DR.
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	TERRY RENBARGER
Street Address:	519 CALLAHAN DR.
City:	THE VILLAGES
State/Country:	FLORIDA
Postal Code:	32163
Name:	ROSEMARY RENBARGER
Street Address:	519 CALLAHAN DR.
City:	THE VILLAGES
State/Country:	FLORIDA

PATENT

REEL: 042687 FRAME: 0059

Postal Code:	32163
Name:	JOSE REYES
Street Address:	7327 COLONIAL DR.
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46013
Name:	BETH REYES
Street Address:	7327 COLONIAL DR.
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46013
Name:	MARY C. RHOTEN
Street Address:	14501 W. CR 400S
City:	DALEVILLE
State/Country:	INDIANA
Postal Code:	47334
Name:	PENNY L. RICKS
Street Address:	5262 N. FORTVILLE PIKE
City:	GREENFIELD
State/Country:	INDIANA
Postal Code:	46140
Name:	RICK ROBINSON
Street Address:	5547 N. ST. RD. 9
City:	ANDERSON
State/Country:	INDIANA
Postal Code:	46012
Name:	MARIO P. SGRO
Street Address:	5834 N. KINGSLEY
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46220
Name:	MARIO SGRO
Street Address:	5834 N. KINGSLEY
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46220
Name:	GLORIA ST. LOUIS
Street Address:	6040 BARTH AVE.
City:	INDIANAPOLIS

PATENT

REEL: 042687 FRAME: 0060

State/Country:	INDIANA
Postal Code:	46227
Name:	MARY ANN STROEH
Street Address:	3400 S. CO. RD. 900 W.
City:	DALEVILLE
State/Country:	INDIANA
Postal Code:	47334
Name:	STEPHEN L. STROEH
Street Address:	3400 S. CO. RD. 900 W.
City:	DALEVILLE
State/Country:	INDIANA
Postal Code:	47334
Name:	DONNA L. SULLIVAN
Street Address:	9217 CRYSTAL RIVER DR.
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46240
Name:	CHRISTOPHER TOWNSEND
Street Address:	10161 W BETHEL AVE.
City:	GASTON
State/Country:	INDIANA
Postal Code:	47342
Name:	JILL TOWNSEND
Street Address:	10161 W BETHEL AVE.
City:	GASTON
State/Country:	INDIANA
Postal Code:	47342
Name:	CRAIG TREES
Street Address:	1145 PLEASANT POINT
City:	ROME CITY
State/Country:	INDIANA
Postal Code:	46784
Name:	WARREN R. WELPOTT
Street Address:	10787 S. 300 W.
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	WARREN WELPOTT
Street Address:	10787 S. 300 W.

PATENT

REEL: 042687 FRAME: 0061

City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	TRAVIS WELPOTT
Street Address:	10821 S. 300 W.
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	MELISSA WELPOTT
Street Address:	10821 S. 300 W.
City:	PENDLETON
State/Country:	INDIANA
Postal Code:	46064
Name:	BETTY JO ZEIGLER
Street Address:	14605 SECRET HARBOR PLACE
City:	LAKESWOOD RANCH
State/Country:	FLORIDA
Postal Code:	34202

PROPERTY NUMBERS Total: 51

Property Type	Number
Patent Number:	9104918
Patent Number:	9111148
Patent Number:	9111353
Patent Number:	9113143
Patent Number:	9208675
Patent Number:	9232140
Patent Number:	9317908
Patent Number:	9349054
Patent Number:	9349275
Patent Number:	9373055
Patent Number:	9412027
Patent Number:	9460522
Patent Number:	9471844
Patent Number:	9507768
Patent Number:	9633275
Patent Number:	9639521
Application Number:	62318964
Application Number:	62318977

Property Type	Number
Application Number:	62318999
Application Number:	62319068
Application Number:	62319170
Application Number:	12543223
Application Number:	13839587
Application Number:	13930190
Application Number:	13931058
Application Number:	14569034
Application Number:	14569104
Application Number:	14569161
Application Number:	14863267
Application Number:	14863295
Application Number:	14863311
Application Number:	14863344
Application Number:	14952090
Application Number:	14988475
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Application Number:	15090366
Application Number:	15090795
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Application Number:	15090874
Application Number:	15091209
Application Number:	15132670
Application Number:	15135382
Application Number:	15135404
Application Number:	15163461
Application Number:	15461139
PCT Number:	US2013032075
PCT Number:	US2015058025
PCT Number:	US2015058071
PCT Number:	US2015064931
PCT Number:	US2015064943
PCT Number:	US2015064954

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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.

Phone: 214-651-5000

Email: amber.rodgers@haynesboone.com
Correspondent Name: HAYNES AND BOONE, LLP IP SECTION
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Address Line 2: SUITE 700
Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER: 56103.2_H.HOLT-B.ZEIGLER

NAME OF SUBMITTER: AMBER RODGERS

SIGNATURE: /amber rodgers/

DATE SIGNED: 06/05/2017

Total Attachments: 200

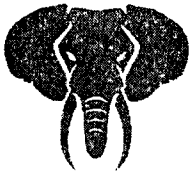
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September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear BETTY JO ZEIGLER, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
10/1/2013	\$100,000.00
Interest Accrued Through August 31, 2016	\$5,000.00
Total Due Currently*	\$105,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

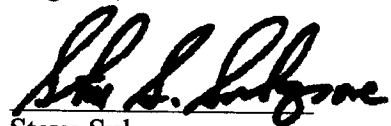
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

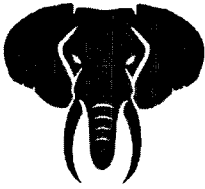
Betty Jo Zeigler
Signature
Betty Jo Zeigler
Printed Name

Second Signature (if held jointly)

Title (if applicable)

Entity Name (if applicable)

9/16/2016
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO CAMILLE LITTLE ROTH IRA 35-22326, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/4/2016	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Ⓟ Camilla Little

Signature

Second Signature (if held jointly)

Camilla Little

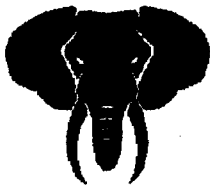
Printed Name

Title (if applicable)

Entity Name (if applicable)

Date

74



GIANT GRAY[®]

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear CARL D. LeMASTER & CHERYL J. LeMASTER JTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
11/24/2014	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

ackn For good and valuable consideration, the receipt and sufficiency of which is confirmed and

CARL D LEMASTER
 CHERYL J. LEMASTER
 690 N STATE ROAD 227
 UNION CITY, IN 47390

1129
56-91/422

4/19/17 date

Pay to the Order of *James Standard* *and wife* \$2,500.⁰⁰
Two thousand five hundred Dollars

FIRST Equity Access
 first financial bank
 For *BR5/GG Legal Fund Cheryl LeMaster*

⑆04 2 2009 10⑆ 1000031306⑆ 112906

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

74

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Carl Douglas LeMaster
Signature

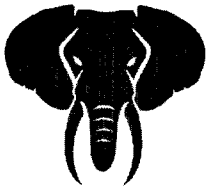
CARL Douglas LeMaster
Printed Name

Cheryl J. LeMaster
Second Signature (if held jointly)
Cheryl J. LeMaster

Title (if applicable)

Entity Name (if applicable)

9-16-2016
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear CHRISTINE McKAIN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
12/3/2014	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Christine McKain
Signature

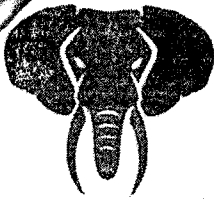
Second Signature (if held jointly)

Christine McKain
Printed Name

Title (if applicable)

Entity Name (if applicable)

Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear CHRISTOPHER TOWNSEND & JILL TOWNSEND JTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
3/3/2015	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

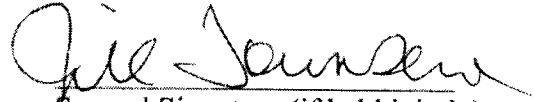
[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

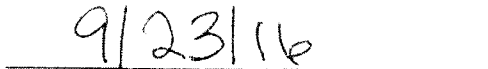

Signature

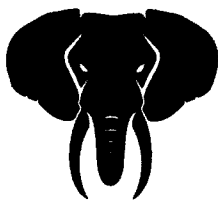

Printed Name


Second Signature (if held jointly)

Title (if applicable)

Entity Name (if applicable)


Date



September 8, 2011

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO CRAIG TREES IRA 35-35-37326, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/14/2016	\$100,000.00
Interest Accrued Through August 31, 2016	\$5,000.00
Total Due Currently*	\$105,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Craig N. Trees.
Signature

Second Signature (if held jointly)

CRAIG N. TREES
Printed Name

Title (if applicable)

Entity Name (if applicable)

09-14-2016
Date



GIANT GRAY®

94

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO CYNTHIA PETERS IRA 35-37361, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

<u>Original Issuance Date of Note</u>	<u>Original Principal Amount of Note</u>
1/26/2016	\$50,000.00
<u>Interest Accrued Through August 31, 2016</u>	\$2,500.00
<u>Total Due Currently*</u>	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

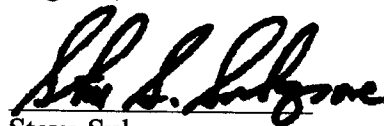
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Cynthia A. Peters
Signature

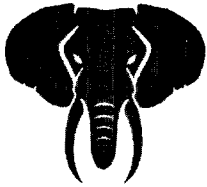
Second Signature (if held jointly)

CYNTHIA A. PETERS
Printed Name

Title (if applicable)

Entity Name (if applicable)

09-15-2016
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO DAVID A. PIKE ROTH IRA 35-22305, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/4/2016	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
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 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

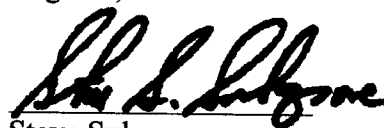
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

(X) David A. Pike
Signature

Second Signature (if held jointly)

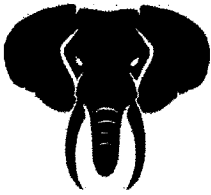
David Pike
Printed Name

Title (if applicable)

Entity Name (if applicable)

10.26.16
Date

\$50,000 loan
ends 1/4/18



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear DONALD B. & MYRTLE D. REECE JT REV. TRUST, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/24/2015	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

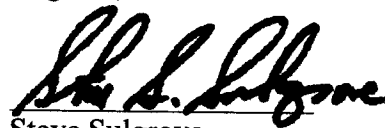
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Donald B. Reece
Signature

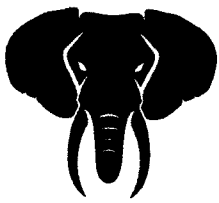
Myrtle A. Reece
Second Signature (if held jointly)

DONALD B. REECE
Printed Name

AS TRUSTEE
Title (if applicable)

Entity Name (if applicable)

9-15-16
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear Donna Hutton, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
10/1/2013	\$40,000.00
Interest Accrued Through August 31, 2016	\$2,000.00
Total Due Currently*	\$42,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

60

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Donna Elizabeth Hatton
Signature

Second Signature (if held jointly)

Donna Elizabeth Hatton
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-14-16
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear DONNA L. SULLIVAN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
2/11/2016	\$100,000.00
Interest Accrued Through August 31, 2016	\$5,000.00
Total Due Currently*	\$105,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

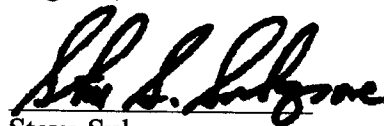
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In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof,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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Donna L. Sullivan
Signature

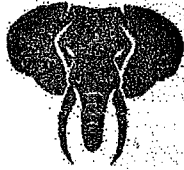
Second Signature (if held jointly)

Donna L. Sullivan
Printed Name

Title (if applicable)

Entity Name (if applicable)

9.15.2016
Date



GIANT GRAY

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear EHSAN KOUSARI & MARY KOUSARI JTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
5/14/2015	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

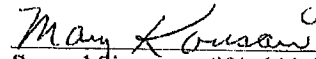
72

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):



Signature



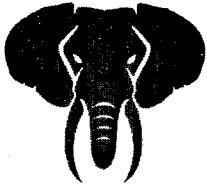
Second Signature (if held jointly)

Ehsan Kousari
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-14-16
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear GARY HUTTON & DEBORAH K. HUTTON JTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
7/2/2014	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Gary Hutton
Signature

Barbara K. Hutton
Second Signature (if held jointly)

GARY HUTTON
Printed Name

Title (if applicable)

Entity Name (if applicable)

9/11/16
Date



GIANT

85

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear GILBERT MORRIS & DEBRA MORRIS JITEN, Note Holder of Giant Gray, inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
8/2/2013	\$100,000.00
Interest Accrued Through August 31, 2016	\$5,000.00
Total Due Currently*	\$105,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

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All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Gilbert C. Morris
Signature

GILBERT C. MORRIS
Printed Name

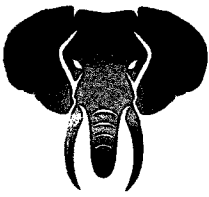
Second Signature (if held jointly)

Debra J. Morris

Title (if applicable)

Entity Name (if applicable)

9-19-2016
Date



GIANT

86

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear GILBERT & DEBRA MORRIS, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
10/15/2015	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Gilbert C. Morris
Signature

GILBERT C. MORRIS
Printed Name

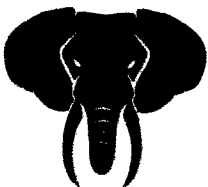
Second Signature (if held jointly)

Debra J. Morris

Title (if applicable)

Entity Name (if applicable)

9-19-2016
Date



GIANT GRAY

September 8, 2016

Re: **Change in Deferred Note Repayment Terms**

Dear GLORIA ST. LOUIS, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/11/2013	\$100,000.00
Interest Accrued Through August 31, 2016	\$5,000.00
Total Due Currently*	\$105,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

106

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Gloria St. Louis
Signature

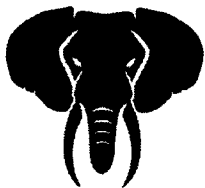
Second Signature (if held jointly)

Gloria St. Louis
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-15-2016
Date



GIANT GRAYSM

59

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear HILLERY N. HOLT, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
4/22/2015	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

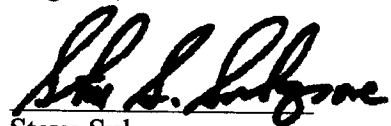
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Hillary N. Holt
Signature

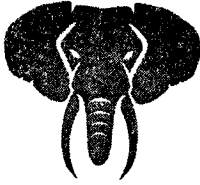
Second Signature (if held jointly)

Hillary N. Holt
Printed Name

Title (if applicable)

Entity Name (if applicable)

9/14/16
Date



GIANT GRAY

83

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO JOAN MERCER IRA 35-37317, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
12/28/2015	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period.

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Joan S. Mercer

Signature

Joan S. Mercer

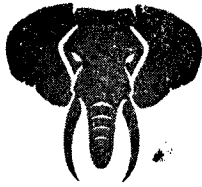
Printed Name

Second Signature (if held jointly)

Title (if applicable)

Entity Name (if applicable)

Date



GIANT GRAY

84

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear JOAN MERCER, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/30/2015	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period.

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Joan S. Mercer
Signature

Second Signature (if held jointly)

Joan S. Mercer
Printed Name

Title (if applicable)

Entity Name (if applicable)

Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear JOSE REYES & BETH REYES JTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
6/23/2014	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

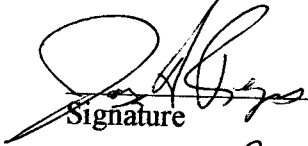
Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

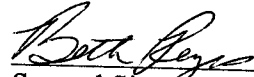
Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):



Signature

Jose Reyes

Printed Name



Second Signature (if held jointly)

Title (if applicable)

Entity Name (if applicable)

9/8-16

Date



GIANT INCORPORATED

Copy For 77
Tammie Steele

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear JOSEPH & DEBRA MARCUM, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/24/2013	\$23,000.00
Interest Accrued Through August 31, 2016	\$1,150.00
Total Due Currently*	\$24,150.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

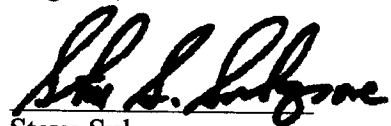
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):


Signature

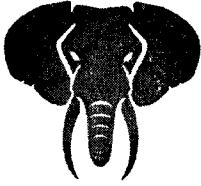

Second Signature (if held jointly)

Joseph J. Maurum
Printed Name

Title (if applicable)

Entity Name (if applicable)

9/18/2016
Date



GIANT GRAY*

666

September 8, 2016

Re: **Change in Deferred Note Repayment Terms**

Dear JOYCE A. JUDGE, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company") and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
11/17/2015	\$15,000.00
Interest Accrued Through August 31, 2016	\$750.00
Total Due Currently*	\$15,750.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

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All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

64

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):



Signature

Joyce A. Judge

Printed Name

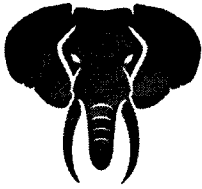
Second Signature (if held jointly)

Title (if applicable)

Entity Name (if applicable)

9-13-16

Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear JOY E. KINNEY, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
11/5/2013	\$100,000.00
Interest Accrued Through August 31, 2016	\$5,000.00
Total Due Currently*	\$105,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
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The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

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As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

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All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):


Signature

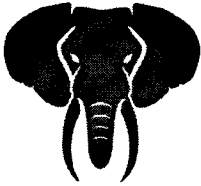
Joy Ellen Kinney
Printed Name

Second Signature (if held jointly)

Title (if applicable)

Entity Name (if applicable)

9-16-14
Date



GIANT GRAY[®]

71

September 8, 2016

Re: **Change in Deferred Note Repayment Terms**

Dear JOY E. KINNEY, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
11/5/2013	\$100,000.00
Interest Accrued Through August 31, 2016	\$5,000.00
Total Due Currently*	\$100,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):


Signature

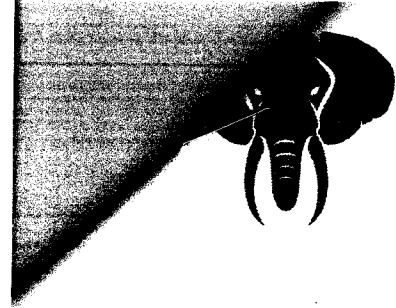
Jay Ellen Kinney
Printed Name

Second Signature (if held jointly)

Title (if applicable)

Entity Name (if applicable)

9-16-14
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear LOIS JANE KEEVIN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
3/16/2015	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

67

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Lois Jane Keevin
Signature

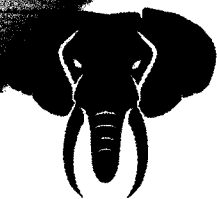
Second Signature (if held jointly)

Lois Jane Keevin
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-12-16
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear LOIS JANE KEEVIN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
12/11/2013	\$9,000.00
Interest Accrued Through August 31, 2016	\$450.00
Total Due Currently*	\$9,450.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

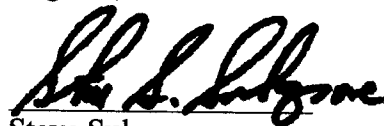
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In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof,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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

68

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Lois Jane Keevin
Signature

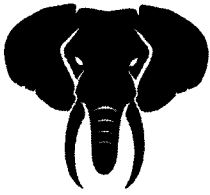
Lois Jane Keevin
Printed Name

Second Signature (if held jointly)

Title (if applicable)

Entity Name (if applicable)

9-12-16
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO LUCINDA MCCORD IRA 35-37321, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
12/28/2015	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Lucinda G. McCord
Signature

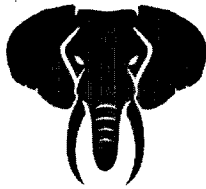
Second Signature (if held jointly)

Lucinda G. McCord
Printed Name

Title (if applicable)

Entity Name (if applicable)

9/16/16
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear MARIO P. SGRO, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/26/2014	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

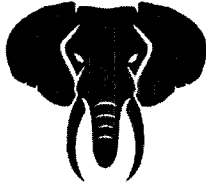
This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]



GIANT GRAY®

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO MARIO SGRO ROTH IRA 35-22325, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/6/2016	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Mario Sgro
Signature

Second Signature (if held jointly)

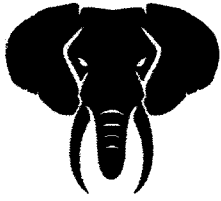
Mario Sgro
Printed Name

Title (if applicable)

Entity Name (if applicable)

31 OCT 2016
Date

\$50,000 @ IRA Resources
ends 1/6/18



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO MARY ANN STROEH, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/4/2016	\$9,000.00
Interest Accrued Through August 31, 2016	\$450.00
Total Due Currently*	\$9,450.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Mary Ann Stroeh
Signature

Second Signature (if held jointly)

Mary Ann Stroeh
Printed Name

Title (if applicable)

Entity Name (if applicable)

Sept. 22, 2016
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear MARY C. RHOTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
8/19/2013	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Mary C. Rhoten
Signature

Second Signature (if held jointly)

Mary C. Rhoten
Printed Name

Title (if applicable)

Entity Name (if applicable)

Sept. 15, 2016
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear MICHAEL J. NECESSARY, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/30/2013	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

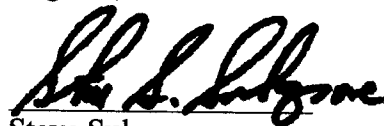
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,

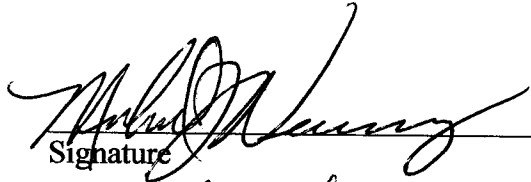


Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):


Signature

Second Signature (if held jointly)

Michael J NECESSARY
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-12-16
Date



G I A N T G R A Y

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear MICHAEL J. NECESSARY, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
6/23/2014	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient **available cash** on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,

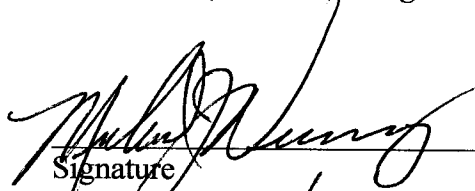


Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):



Signature

Second Signature (if held jointly)

Michael J Necessary

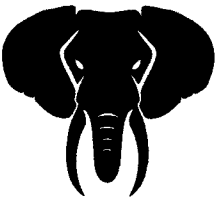
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-12-16

Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear NORMAN & ANN JOHNSON, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/3/2013	\$300,000.00
Interest Accrued Through August 31, 2016	\$15,000.00
Total Due Currently*	\$315,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Norman D. Johnson
Signature

Ann M. Johnson
Second Signature (if held jointly)

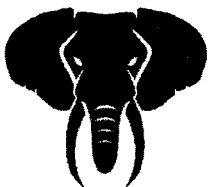
NORMAN D. JOHNSON
Printed Name

Ann M. Johnson

TRUSTEE
Title (if applicable)

NORMAN D. & ANN M. JOHNSON LIVING TRUST
Entity Name (if applicable)

SEPT 12, 2016
Date



GIANT GRAY

100

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear PENNY L. RICKS, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
11/17/2014	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
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 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

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Regards,

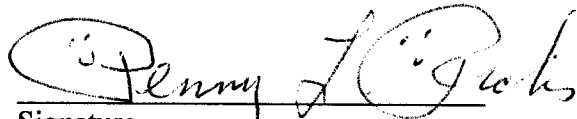


Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

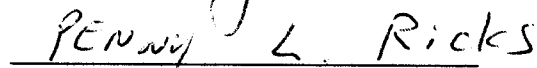
Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):



Signature

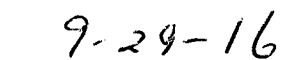
Second Signature (if held jointly)



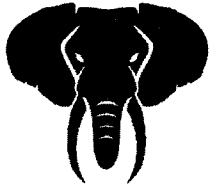
Printed Name

Title (if applicable)

Entity Name (if applicable)



Date



GIANT GRAY®

101

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear PENNY L. RICKS, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/24/2015	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,

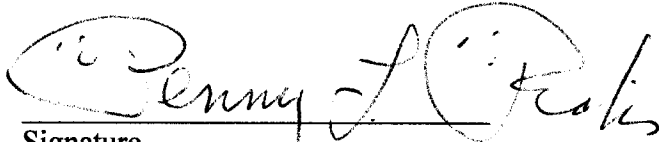


Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

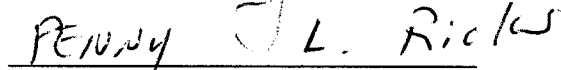
Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):



Signature

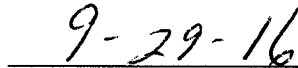
Second Signature (if held jointly)



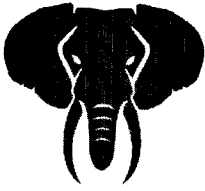
Printed Name

Title (if applicable)

Entity Name (if applicable)



Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear RICK ROBINSON, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
3/16/2015	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,

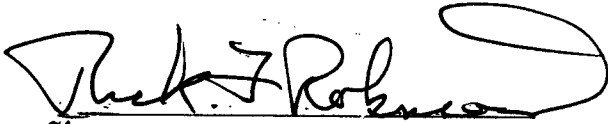


Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Notes beneficially owned by the undersigned):



Signature

Second Signature (if held jointly)

Rick Robinson

Printed Name

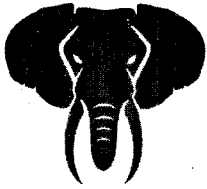
Title (if applicable)

Entity Name (if applicable)

10-24-16

Date

\$ 25,000 Loan
ends 3/16/17



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear RONALD JAMES & JUDITH JAMES JTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
8/26/2014	\$70,000.00
Interest Accrued Through August 31, 2016	\$3,500.00
Total Due Currently*	\$73,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

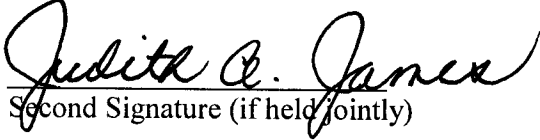
[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):



Signature



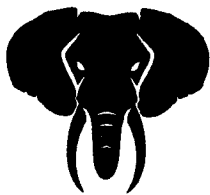
Second Signature (if held jointly)

Printed Name

Title (if applicable)

Entity Name (if applicable)

Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear RUTH ANN HOLT, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/25/2014	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

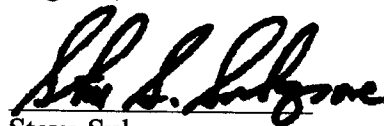
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

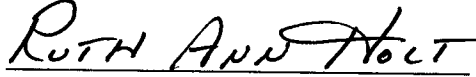
Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):



Signature

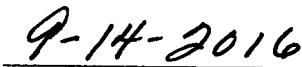
Second Signature (if held jointly)



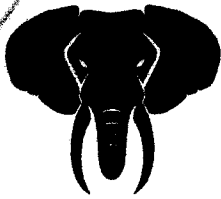
Printed Name

Title (if applicable)

Entity Name (if applicable)



Date



GIANT GRAY®

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear SANDRA KINNAMAN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/25/2014	\$100,000.00
Interest Accrued Through August 31, 2016	\$5,000.00
Total Due Currently*	\$105,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

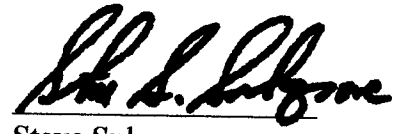
Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

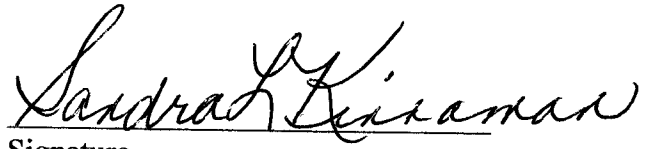
69



Steve Sulgrove
CEO & President Giant
Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):



Signature

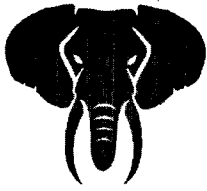
Second Signature (if held jointly)

SANDRA L KINNAMAN
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-14-16
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO STEPHEN C. LITTLE IRA 35-37335, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/20/2016	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):



Signature

Second Signature (if held jointly)

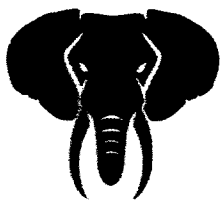
Stephen Little

Printed Name

Title (if applicable)

Entity Name (if applicable)

Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO STEPHEN L. STROEH, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/4/2016	\$9,000.00
Interest Accrued Through August 31, 2016	\$450.00
Total Due Currently*	\$9,450.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Stephen L. Stroeh
Signature

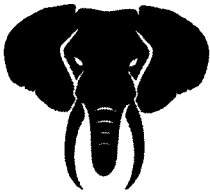
Second Signature (if held jointly)

Stephen L. Stroeh
Printed Name

Title (if applicable)

Entity Name (if applicable)

9/22/2016
Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO STEPHEN MCCORD ROTH IRA 35-22304, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/14/2016	\$50,000.00
Interest Accrued Through August 31, 2016	\$2,500.00
Total Due Currently*	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Stephen L. McCord
Signature

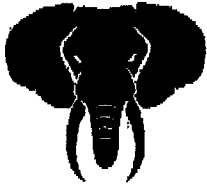
Second Signature (if held jointly)

STEPHEN L McCord
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-16-16
Date



GIANT GRAY

90

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear SUE ELLEN PEGLOW, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
10/5/2015	\$30,000.00
Interest Accrued Through August 31, 2016	\$1,500.00
Total Due Currently	\$31,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

90

Consent and Agreement
September 8, 2016
Page 4 of 4

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

Sue Ellen Peglow
Signature

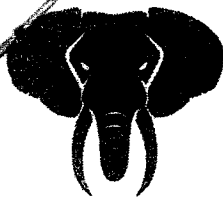
Second Signature (if held jointly)

SUE ELLEN PEGLOW
Printed Name

Title (if applicable)

Entity Name (if applicable)

19 September 2016
Date



GIANT GRAY

September 8, 2016

There is an "N" in Renbarger not a "U" 97

Re: Change in Deferred Note Repayment Terms

Dear TERRY & ROSEMARY RENBARGER JTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
8/20/2015	\$25,000.00
Interest Accrued Through August 31, 2016	\$1,250.00
Total Due Currently	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement

63-1400/631 273

TERRY A RENBARGER
ROSEMARY RENBARGER
 519 CALLAHAN DRIVE
 THE VILLAGES, FL 32163

April 17 2017

Pay To The Order Of James Standard \$ 1200.00

Twelve hundred and ^{no}/₁₀₀ Dollars

CITIZENS FIRST BANK
 (800) 707-1898
 WWW.CITIZENSFB.COM

For B.R.S./G.G. Legal Fund Rosemary Renbarger RP

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...reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Terry A Renbarger
Signature

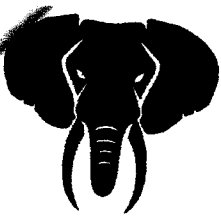
Terry A Renbarger
Printed Name

Title (if applicable)

Entity Name (if applicable)

Sept 15, 2016
Date

Rosemary Renbarger
Second Signature (if held jointly)
Rosemary Renbarger



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear TRAVIS WELPOTT & MELISSA WELPOTT JTEN, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
12/1/2014	
Interest Accrued Through August 31, 2016	\$50,000.00
Total Due Currently*	\$2,500.00
	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date")(such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s))(collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,

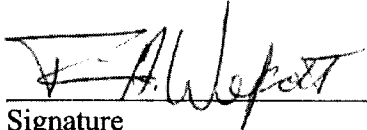


Steve Sulgrove
CEO & President
Giant Gray, Inc.

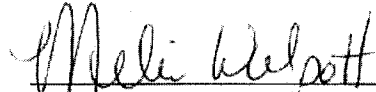
[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):



Signature



Second Signature (if held jointly)



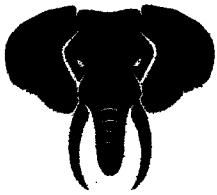
Printed Name

Title (if applicable)

Entity Name (if applicable)

9/14/16

Date



GIANT GRAY[®]

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO WARREN WELPOTT ROTH IRA 35-22322, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

<u>Original Issuance Date of Note</u>	<u>Original Principal Amount of Note</u>
1/6/2016	\$50,000.00
<u>Interest Accrued Through August 31, 2016</u>	\$2,500.00
<u>Total Due Currently*</u>	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Warren R. Welpott
Signature

Second Signature (if held jointly)

WARREN R. WELPOTT
Printed Name

TRUSTEE
Title (if applicable)

Entity Name (if applicable)

Date



GIANT GRAY[®]

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear WARREN R. WELPOTT LIVING TRUST, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

<u>Original Issuance Date of Note</u>	<u>Original Principal Amount of Note</u>
4/13/2015	\$25,000.00
<u>Interest Accrued Through August 31, 2016</u>	\$1,250.00
Total Due Currently*	\$26,250.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the “Default Waiver”). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the “Maturity Extension”).
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the “Agreement”).

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an ‘accredited investor’ in order that the Company can confirm an exemption from registration for the grant of such securities (the “Representations”), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the “Principal Amount”), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

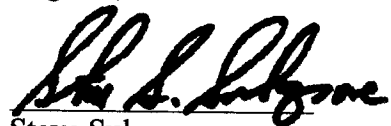
This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):

Warren R. Welcott

Signature

Second Signature (if held jointly)

WARREN R. WELCOTT

Printed Name

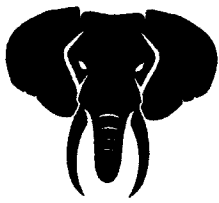
TRUSTEE

Title (if applicable)

Entity Name (if applicable)

09-29-2016

Date



September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear IRA RESOURCES, INC. FBO WILLIAM HUTTON ROTH IRA 35-22321, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
1/6/2016	
Interest Accrued Through August 31, 2016	\$50,000.00
Total Due Currently*	\$2,500.00
	\$52,500.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

61

Consented and Agreed to:
Noteholder (on the undersigned behalf and for all Note(s)):

William Hutton
Signature

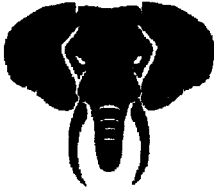
William Hutton
Printed Name

Title (if applicable)

Entity Name (if applicable)

9-13-16
Date

Donna Elizabeth Hutton
Second Signature (if held jointly)
Donna Elizabeth Hutton



GIANT GRAY

78

September 8, 2016

Re: **Change in Deferred Note Repayment Terms**

Dear JOHN & TIFFANY MCAVOY, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., *formerly Behavioral Recognition Systems, Inc.* (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
8/31/2015	\$120,000.00
Interest Accrued Through August 31, 2016	\$6,000.00
Total Due Currently*	\$126,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
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 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

