

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI647486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
Bobsbox, LLC			06/24/2020
RECEIVING PARTY DATA			
Company Name:	Infra Site Holdings Partners, LLC		
Street Address:	152 W. 57th Street, 52nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	10141730		
Patent Number:	10903635		
Patent Number:	10615582		
Patent Number:	10615583		
CORRESPONDENCE DATA			
Fax Number:	9545232872		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	954-712-5158		
Email:	cconstantino@bergersingerman.com		
Correspondent Name:	Mr. Geoffrey Lottenberg		
Address Line 1:	201 East Las Olas Boulevard, Suite 1500		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
ATTORNEY DOCKET NUMBER:	34586.0001		
NAME OF SUBMITTER:	Mrs. CHRISTINA CONSTANTINO		
SIGNATURE:	Mrs. CHRISTINA CONSTANTINO		
DATE SIGNED:	11/21/2024		
Total Attachments: 23			
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AMENDMENT TO UNSECURED CONVERTIBLE PROMISSORY NOTE

THIS Amendment to Unsecured Convertible Promissory Note, dated as of June 24th 2020 (the "Effective Date"), is by and among Bobsbox, LLC, a Delaware limited liability company, having its principal business offices at 4600 Georgia Avenue, West Palm Beach, Florida (the "Company"), and Infra Site Holdings Partners, LLC ("IS Holdings" or "Investor").

WITNESSETH:

WHEREAS, on or about November 23, 2018, the Company, Thorney and IS Holdings entered into the Securities Purchase Agreement (the "Purchase Agreement") pursuant to which the Company issued and sold to the Buyers collectively Three Million Dollars (\$3,000,000) of Unsecured Convertible Promissory Notes;

WHEREAS, on or about November 23, 2018, the Company and IS Holdings entered an Unsecured Convertible Promissory Note for the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "IS Holdings C-Note");

WHEREAS, on or about November 26, 2018, the Company and Thorney Omega Pty., Ltd. also entered an Unsecured Convertible Promissory Note for the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Thorney C-Note");

WHEREAS, on or about November 26, 2018, the Company and Thorney entered into and executed the Warrant to Purchase Class B Non-Voting Capital, as Warrant No. 1;

WHEREAS, on or about November 23, 2018, Company and IS Holdings also entered into and executed the Warrant to Purchase Class B Non-Voting Capital, as Warrant No. 2;

WHEREAS, the parties desire that as part of (a) agreed amendments to the Purchase Agreement, (b) rescinding of Warrant No. 1 and Warrant No. 2, (c) amending the Company Operating Agreement, and (d) providing for an equity call option in favor of the Company, certain terms, conditions, and provisions of the IS Holdings C-Note shall be amended as provided herein.

NOW, THEREFORE, in consideration of their mutual covenants, the Company and IS Holdings hereby agree that the IS Holdings C-Note shall be amended as follows:

1. Summary of C-Note Amendments. The Company and IS Holdings agree that, in summary, and as more fully detailed herein, the IS Holdings C-Note shall be amended such that:

(a) The C-Note shall not provide for any conversion rights in favor of IS Holdings;

(b) The C-Note shall be secured by all Company tangible and intangible assets, and along with holder of the Thorney C-Note, IS Holdings shall hold a first position lien against all such Company assets;

(c) The C-Note Maturity Date is amended to be December 31, 2022;

(d) The C-Note Interest Rate is amended to be 15% commencing accrual and payment on the earlier of December 31, 2022 or upon any event of default; and

(e) For any future capital raise rounds, portions of any such capital raise greater than \$1,500,000 shall be used to pay down both the Thorney C-Note and the IS Holdings C-Note.

2. C-Note Shall No Longer Be Convertible. Sections 2 (Convertible Notes), 4 (Prepayment and Optional Conversion), 7 (Conversion), 10 (Legends), 20 (Possible Change of Class of Equity Issued), and 1(g) (Conversion Price) are hereby deleted from the IS Holdings C-Note.

3. C-Note Shall Be Secured by All of Company Assets. As of the Effective Date, the Thorney C-Note and IS Holdings C-Note shall be mutually secured by a first lien and security interest against all Company tangible and intangible assets (the "Company Assets") up to the Principal Amount plus any accrued Interest. Company Assets shall include, but not be limited to, all inventory, prototypes, equipment, tools, licenses, leases (including any master lease or license agreements), and all intellectual property, patents, patent applications, trademark registrations, trademark applications, copyrights, copyright applications, and any and all trade secrets.

4. C-Note Maturity Date Amended. Section 1(s) is amended to state "Maturity Date' shall mean December 31, 2022."

5. C-Note Interest Rate and Interest Payment Schedule Amended. Section 3 (Interest) of the IS Holdings C-Note is amended and replaced by the following language:

"Interest on the outstanding portion of the Principal Amount shall accrue at a rate equal to fifteen percent (15%) commencing on the earlier of December 31, 2022 or an Event of Default as that term is defined in Section 5. Accruing Interest shall be due and owing as of December 31, 2022, and shall be paid on a quarterly basis on April 1, July 1, October 1, and January 1."

6. C-Note Paydown Requirement. The Company agrees that for any future capital raise or investments into the Company that exceed \$1,500,000 (the "Capital Raise First Floor"), ten percent (10%) of any such capital raise in excess of the Capital Raise First Floor shall be used to *pro rata* pay down the Thorney C-Note and IS Holdings C-Note. The Company further agrees that for any future capital raise or investments into the Company that exceed \$2,000,000 (the Capital Raise Second Floor"), twenty percent (20%) of any such capital raise in excess of the Capital Raise Second Floor shall be used to pro rata pay down the Thorney C-Note and IS Holdings C-Note.

By way of example, should the Company close a capital raise after the Effective Date in the amount of \$2,000,000, then the Company agrees to pay down the Thorney C-Note by \$25,000, and pay down the IS Holdings C-Note by \$25,000, such that the combined pay down is \$50,000. Similarly, should the Company close a capital raise after the Effective Date in the amount of \$3,000,000, then the Company agrees to pay down the Thorney C-Note by \$125,000, and pay down the IS Holdings C-Note by \$125,000, such that the combined pay down is \$250,000.

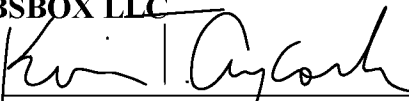
7. The Parties mutually agree that upon ten (10) days prior written notice to IS Holdings, the Company may prepay the IS Holdings C-Note, provided that any such prepayment will be applied first to the payment of costs and expenses due under the IS Holdings C-Note, if any, second to interest accrued on the IS Holdings C-Note, and if the amount of prepayment exceeds the amount of all such costs, expenses and accrued interest, then to the payment of principal of the IS Holdings C-Note.

8. The Parties acknowledge and agree that as of the Effective Date, there have been no breaches or misrepresentations relating to any of the Representations and Warranties of Investor under Section 8, or any of the Representations and Warranties of the Company under Section 9 of the Purchase Agreement, or any other material misrepresentations, Events of Default, or material breaches of any provisions of the IS Holdings C-Note.

[Signature page follows]

IN WITNESS WHEREOF, the Buyers and the Company have caused this Amendment to Unsecured Promissory Note to be duly executed as of the date first written above.

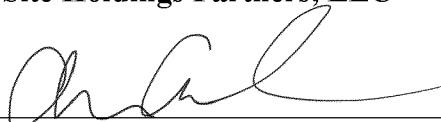
BOBSBOX LLC

By: 

Name: Kevin T. Aycock

Title: CEO

Infra Site Holdings Partners, LLC

By: 

Name: Charles Gassenheimer

Title: Manager

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO SAID ACT AND SUCH LAWS; OR (II) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER OR RESALE MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SAID ACT AND SUCH LAWS AND THE RECIPIENT OF SUCH TRANSFER OR SALE EXECUTES AN AGREEMENT WITH THE COMPANY OBLIGATING IT TO ABIDE BY COMPARABLE RESTRICTIONS ON TRANSFER AND RESALE.

BOBSBOX, LLC
UNSECURED CONVERTIBLE PROMISSORY NOTE

November 3, 2018

\$1,500,000.00

FOR VALUE RECEIVED, BOBSBOX, LLC, a Delaware limited liability company (the "Company") promises to pay to the order of **Infra Site Holdings Partners, LLC** ("Investor"), or to Investor's assigns, in lawful money of the United States of America, but subject to the provisions of Section 7 herein, the principal sum of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00), or such lesser amount as shall equal the outstanding principal amount (the "**Principal Amount**") of this Unsecured Convertible Promissory Note (this "**Note**"). The Company also promises to pay to Investor, or to Investor's assigns, in lawful money of the United States of America, but subject to the provisions of Section 7 herein, interest on the unpaid Principal Amount in accordance with Section 3. All unpaid Principal Amount, together with any then unpaid and accrued interest and other amounts payable hereunder (collectively, the "**Note Obligations**"), shall be due and payable on the earlier of (i) **ON DEMAND** at any time after the Maturity Date (as defined below); or (ii) when, upon or after the occurrence of an Event of Default (as defined below), such amounts are declared due and payable by Investor or made automatically due and payable in accordance with the terms hereof. The Company and Investor may be individually referred to herein as a "**Party**" or collectively as the "**Parties**".

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which Investor, by the acceptance of this Note, agrees:

1. **Definitions.** As used in this Note, the following capitalized terms have the following meanings:

(a) **"Advisers"** has the meaning given in Section 8(b)(i) hereof.

(b) **"Business Day"** shall mean any day, other than a Saturday or Sunday, on which banks in Delaware are open for the general transaction of business.

(c) **"Change of Control"** shall mean any of the following: (i) the sale or disposition of all or substantially all of the assets of the Company to a Third Party; (ii) the acquisition by a Third Party of more than fifty percent (50%) of the Company's outstanding voting capital; or (iii) the merger (including, but not limited to, a reverse merger) or consolidation of the Company with or into a Third Party. Notwithstanding the foregoing, a Change of Control shall not be deemed to occur on account of any transaction effected as part of a Qualified Equity Financing.

(d) **"Class A Voting Capital"** shall mean Class A Voting Capital of the Company, as defined in the LLC Agreement.

(e) **"Class B Non-Voting Capital"** shall mean Class B Non-Voting Capital of the Company, as defined in the LLC Agreement.

(f) **"Company"** has the meaning set forth in the introductory paragraph of this Note.

(g) **"Conversion Price"** shall mean (i) pursuant to Section 7(a), the lesser of: (a) the product of 0.70 and the price per Unit of the Qualified Equity Financing Securities issued in the Qualified Equity Financing; or (b) \$7,000,000 divided by the number of Fully-Diluted Units as of the date of measurement; or (ii) pursuant to Section 7(b), \$7,000,000 divided by the number of Fully-Diluted Units as of the date of measurement; or (iii) pursuant to Section 7(c), the price determined pursuant to Section 7(c) herein, divided by the number of Fully-Diluted Units as of the date of measurement. For the avoidance of misunderstanding, the Parties acknowledge that clause (ii) of this definition is designed to provide Buyer, in combination with the buyer of an identical Note issued contemporaneously herewith, with a minimum aggregate of thirty percent (30%) ownership of the Fully Diluted Units in exchange for the aggregate Principal Amounts for such Notes being three million dollars (\$3,000,000).

(h) **"Conversion Units"** shall mean the equity securities issued upon the conversion of the Notes pursuant to Section 7.

(i) **"Convertible Note Financing"** shall mean the transaction through which this Convertible Note has been issued by the Company.

(j) **"Convertible Notes"** has the meaning given in Section 2 hereof.

(k) **"Disqualification Event"** has the meaning given in Section 8(e)(ii)

hereof.

(l) **"Event of Default"** has the meaning given in Section 5 hereof.

(m) **"Exchange Act"** shall mean the U.S. Securities Exchange Act of 1934, as amended.

(n) **"Fully-Diluted Units"** shall mean, as of the measurement date, the aggregate sum of all (i) outstanding Units; and (ii) Units issuable upon the exercise, conversion or exchange of any securities convertible or exchangeable (directly or indirectly) into Units, *provided, however*, **"Fully-Diluted Units"** shall not include unallocated Units, if any, reserved for issuance or award under any equity incentive plan of the Company.

(o) **"Investor"** shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the holder of this Note.

(p) **"Issuance Date"** shall mean November 23, 2018.

(q) **"LLC Agreement"** shall mean that certain Operating Agreement of BobsBox dated as of June 1, 2018, as amended from time to time.

(r) **"Majority in Interest"** shall mean, more than 50% of the aggregate outstanding principal amount of the Convertible Notes.

(s) **"Maturity Date"** shall mean November 30, 2028.

(t) **"Note"** has the meaning set forth in the introductory paragraph of this Note.

(u) **"Note Obligations"** has the meaning set forth in the introductory paragraph of this Note.

(v) **"Note Purchase Agreement"** means that certain Securities Purchase Agreement executed contemporaneously herewith by and among the Company, the Investor and one other investor, with the two (2) investors being identified as the "Buyers" and as listed on Schedule I attached to the Note Purchase Agreement. Each of the Buyers is an Investor purchasing an identical Note other than identification of the "Investor."

(w) **"Party"** or **"Parties"** has the meaning set forth in the introductory paragraph of this Note.

(x) **"Payoff Event"** has the meaning set forth in the introductory paragraph of this Note.

(y) "**Person**" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

(z) "**Principal Amount**" has the meaning set forth in the introductory paragraph of this Note.

(aa) "**Qualified Equity Financing**" shall mean the offer and sale by the Company of any of its equity securities for cash at a pre-investment valuation of at least \$50,000,000, with the principal purpose of raising capital and that results in aggregate cumulative gross proceeds to the Company of at least \$10,000,000.

(bb) "**Qualified Equity Financing Securities**" shall mean the equity securities sold in a Qualified Equity Financing the Company, as applicable.

(cc) "**SEC**" shall mean the U.S. Securities and Exchange Commission

(dd) "**Securities**" shall mean the Note and the Conversion Units.

(ee) "**Securities Act**" shall mean the U.S. Securities Act of 1933, as amended.

(ff) "**Third Party**" shall mean any Person other than the Company, Investor and their respective affiliates and permitted successors and assigns.

(gg) "**Units**" shall mean collectively the Class A Voting Capital and Class B Nonvoting Capital of the Company, as defined in the LLC Agreement, as the case may be.

2. **Convertible Notes.** This Note is one of a duly authorized series of Notes of the Company of like tenor and effect (except the variations necessary to express the name of payee, the date, and the principal amount of each Note), each dated on or after November 23, 2018 (collectively, the "**Convertible Notes**").

3. **Interest.** Subject to Section 7, interest on the outstanding portion of the Principal Amount shall accrue at a rate equal to the lesser of four percent (4%) per annum and the maximum interest rate permitted by applicable law (the "**Maximum Rate**") from the date as provided in this Section 3. All computations of interest shall be made on the basis of a 360-day year for the actual number of days occurring in the period for which such interest is payable. There shall be no interest accrued or calculated prior to the date three (3) years from the Issuance Date. Accordingly, interest shall only be calculated and be accruing after three (3) years from the Issuance Date.

4. ***Prepayment and Optional Conversion.*** Upon thirty (30) days' prior written notice to the Company, Investor shall have the option, at any time and at Investor's sole discretion, to elect to convert any or all amounts due under this Note as provided according to the terms of Section 7(c) hereof as if such Note had reached maturity. Upon ten (10) days' prior written notice to Investor, the Company may prepay this Note in whole or in part; *provided that* any such prepayment will be applied first to the payment of costs and expenses, if any, due under this Note, second to interest accrued on this Note, and if the amount of prepayment exceeds the amount of all such costs, expenses and accrued interest, to the payment of principal of this Note. In lieu of accepting a proposed prepayment, Investor shall have the option, at Investor's sole discretion, to elect to convert any or all amounts due under this Note pursuant to the terms of Section 7(c) hereof as if such Note had reached maturity.

5. ***Events of Default.*** The occurrence of any of the following shall constitute an "Event of Default" under this Note:

(a) ***Failure to Pay.*** The Company's failure to pay when due any principal or interest payment payable hereunder or any other amount payable hereunder when due, whether at maturity or otherwise; or

(b) ***Voluntary Bankruptcy or Insolvency Proceedings.*** The Company's (i) application for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property; (ii) admission in writing of its inability to pay its debts generally as they mature; (iii) making a general assignment for the benefit of its or any of its creditors; (iv) being dissolved or liquidated; (v) commencing a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consenting to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it; or (vi) taking any action for the purpose of effecting any of the foregoing; or

(c) ***Involuntary Bankruptcy or Insolvency Proceedings.*** Commencement of proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or commencement of an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect if an order for relief is entered or such proceeding is not dismissed or discharged within 30 days of commencement; or

(d) ***Other Defaults.*** The Company's failure to pay any obligation in excess of \$250,000, either individually or in the aggregate, when the same becomes due and payable and such failure continues after an applicable grace period, if any, specified in the agreement or instrument giving rise to such obligation or obligations; or

(e) ***Agreements.*** The Company's failure to perform or observe in all

material respects any of its covenants or agreements in this Note (excluding the matters covered pursuant to clause (a) above) and such failure continues for thirty (30) days after the Company obtains knowledge of such failure or receives from Investor written notice of such failure.

6. ***Rights of Investor upon Default.*** Upon the occurrence or existence of any Event of Default (other than an Event of Default described in Sections 5(b) or 5(c)), and at any time thereafter after providing Company with a thirty (30) day cure period after notice of any such Event of Default, Investor may by written notice to the Company, declare all outstanding Note Obligations payable by the Company hereunder to be immediately due and payable. Upon the occurrence or existence of any Event of Default described in Sections 5(b) and/or 5(c), immediately and without notice, all outstanding Note Obligations payable by the Company hereunder shall automatically become immediately due and payable. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Investor may exercise any other right, power or remedy granted to it by this Note or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

7. ***Conversion.***

(a) ***Qualified Equity Financing Conversion.*** Subject to the terms and conditions of this Note, simultaneously with the closing of a Qualified Equity Financing, the Note Obligations shall automatically convert simultaneously with the closing of the Qualified Equity Financing into Qualified Equity Financing Securities on the same terms and conditions received by the investors in such Qualified Equity Financing. The number of Qualified Equity Financing Securities to be issued upon such conversion shall be equal to the quotient (rounded down to the nearest whole Unit) obtained by *dividing* (i) the Note Obligations outstanding on the date immediately prior to the closing date of such Qualified Equity Financing *by* (ii) the applicable Conversion Price. Upon a conversion under this Section 7(a), this Note shall be surrendered to the Company for cancellation and a certificate, if applicable (bearing the legend set forth in Section 10), representing the Units of Qualified Equity Financing Securities issued to Investor pursuant to this Section 7(a), shall be delivered to Investor as set forth in Section 7(e) below. With respect to this Note, the Company shall not be required to issue a certificate, if applicable, for Units until Investor has surrendered this Note. Upon conversion of this Note in connection with a Qualified Equity Financing, Investor shall execute and deliver such unit purchase agreement, unit holders' agreement, investors' rights agreement, registration rights agreement, co-sale agreement and/or any other agreement as are entered into by the investors in the Qualified Equity Financing generally and thereafter be entitled to the same investor protections as the investors in the Qualified Equity Financing.

(b) ***Optional Conversion upon Change of Control.*** Subject to the terms and conditions of this Note, the Note Obligations shall, at the election of the Investor, convert immediately prior to the closing of a Change of Control into that amount of Class

A Voting Capital equal to the quotient (rounded down to the nearest whole Unit) obtained by dividing (i) the Note Obligations on the date immediately preceding the effectiveness of such Change of Control by (ii) the applicable Conversion Price. In the event that the Investor elects not to convert the Note Obligations, the Company shall be required to repay all Note Obligations in cash simultaneous with the effectiveness of such Change of Control.

(c) *Conversion upon Maturity.* Upon or at any time following the Maturity Date and the Noteholders written request for conversion, the outstanding Note Obligations shall be converted into Class A Voting Capital at a Conversion Price equal to the lesser of (i) the product of 0.70 and the then fair market value of the Class A Voting Capital, as determined by appraisal (the Investor, together with all other similar situated Investors, shall select the appraiser by agreement or majority vote), or (ii) \$7,000,000 divided by the number of Fully-Diluted Units as of the date of measurement.

(d) *No Further Obligations.* Upon satisfaction of the conditions set forth in Section 7(e), this Note shall be deemed converted and of no further force and effect, whether or not it is delivered for cancellation as set forth in this Section 7.

(e) *Conversion Procedures.* Promptly after the consummation of a Qualified Equity Financing or Change of Control, but in no event more than five (5) Business Days thereafter, the Company shall issue and deliver, or cause to be issued and delivered to Investor, a certificate for the number of whole Conversion Units issuable upon the conversion of this Note or evidence satisfactory to the Investor of issuance of such Conversion Units being registered in the name of Investor, which may include a certificate for the number of whole Conversion Units issuable upon the conversion of this Note if the Company has issued certificates to other equity holders. To the extent permitted by law, such conversion shall be deemed to have been effected, and the Conversion Price shall be determined, as of the date of the consummation of a Qualified Equity Financing or Change of Control, as applicable. The Investor in whose name any certificate for Conversion Units shall be issuable upon such conversion shall be deemed to have become Investor of record of the Conversion Units represented thereby, and the issuance of the Conversion Units upon conversion of any Note Obligations shall be made without charge to such Investor for any issuance tax in respect thereof.

(f) *Reservation of Units.* The Company owners agree to pledge the necessary portions of their ownership in the Company, to fully provide for issuance upon the conversion of the Note Obligations, such number of Units and Qualified Equity Financing Securities as will from time to time be sufficient to permit the conversion of Note Obligations pursuant to this Section 7. The Company covenants that all Conversion Units that shall be so issued shall be duly authorized, validly issued, fully paid, and non-assessable by the Company, and free from any taxes, liens, and charges with respect to the issue thereof. The Company shall take all such action as may be necessary to ensure that all such Conversion Units may be so issued without violation of any applicable law

or regulation.

(g) *Fractional Securities.* No fractional Conversion Units shall be issued upon conversion of this Note and instead the number of Conversion Units to be issued shall be rounded up to the next whole Conversion Unit if 0.5 or greater, and rounded down to the next whole Conversion Unit if less than 0.5.

8. ***Representations and Warranties of Investor.*** Investor represents and warrants to the Company as follows:

(a) *General.*

(i) Investor (i) if a natural person, represents that Investor has reached the age of 21 and has full power and authority to execute and deliver this Note and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Note, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization or formation, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Note and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Note, the execution and delivery of this Note has been duly authorized by all necessary action, this Note has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Note in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Note in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company, or other entity for whom Investor is executing this Note, and such individual, partnership, ward, trust, estate, corporation, or limited liability company, or other entity has full right and power to perform pursuant to this Note and make an investment in the Company and represents that this Note constitutes a legal, valid and binding obligation of such entity;

(ii) The execution and delivery of this Note will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which Investor is a party or by which it is bound;

(iii) Investor is a resident of the state (or if applicable country) set forth on the signature page to this Note;

(iv) Investor has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Note or the transactions contemplated hereby (other than fees payable by the Company pursuant

to the terms of any contract to which the Company is a party);

(v) Any information which Investor has heretofore furnished or is furnishing herewith to the Company is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under federal and state securities laws in connection with the Convertible Note Financing and the issuance of Conversion Units pursuant to the Convertible Notes, and Investor further represents and warrants that it will notify and supply corrective information to the Company immediately upon the occurrence of any change therein occurring prior to the Company's issuance of any Units pursuant to this Note;

(vi) Within five (5) days after receipt of a request from the Company, Investor will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject;

(vii) Investor, if a natural person that is a Registered Representative of a Financial Industry Regulatory Authority ("**FINRA**") member firm, represents that he or she has provided such firm the notice required by the FINRA's Rules of Fair Practice, and such firm has acknowledged receipt of such notice prior to Investor's execution of this Note;

(b) Information Concerning the Company.

(i) Prior to the execution of this Note, Investor and Investor's attorney, accountant, purchaser representative and/or tax adviser, if any (collectively, the "**Advisers**"), have received all documents, records, and books pertaining to the investment in the Note and all other documents requested by Investor, have carefully reviewed them and understand the information contained therein;

(ii) Investor and its Advisers, if any, have had the opportunity to obtain any additional information, to the extent the Company has such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in all documents received or reviewed in connection with the purchase of the Note and have had the opportunity to have representatives of the Company provide them with such additional information regarding the terms and conditions of this particular investment and the financial condition, results of operations, and business of the Company deemed relevant by Investor or its Advisers, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the full satisfaction of Investor and its Advisers, if any;

(iii) Investor and its Advisers, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Convertible Note Financing and the business,

financial condition and results of operations of the Company and all such questions have been answered to the full satisfaction of Investor and its Advisers, if any;

(iv) Investor is satisfied that Investor has received adequate information with respect to all matters which Investor or its Advisers, if any, consider material to its decision to make this investment;

(v) Investor is unaware of, is in no way relying on, and did not become aware of the Convertible Note Financing, directly or indirectly, through or as a result of, any form of general solicitation or general advertising including, without limitation, any press release, article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet (including, without limitation, internet "blogs," bulletin boards, discussion groups and social networking sites) in connection with the Convertible Note Financing and sale of the Note and is not subscribing for the Note and did not become aware of the Convertible Note Financing through or as a result of any seminar or meeting to which Investor was invited by, or any solicitation of a subscription by, a person not previously known to Investor in connection with investments in securities generally;

(vi) No oral or written representations have been made, or oral or written information furnished, to Investor or its Advisers, if any, in connection with the Convertible Note Financing which are in any way inconsistent with the information contained in this Note;

(vii) Investor's substantive relationship with the Company, or their respective affiliates predates the Company's contact with Investor regarding an investment in the Note;

(viii) Investor understands and acknowledges that neither the SEC nor any state securities commission or other regulatory authority has approved the Note, or passed upon or endorsed the merits of the Convertible Note Financing or confirmed the accuracy or determined the adequacy of any information provided by the Company or its representatives to Investor in connection with the Convertible Note Financing;

(c) *Non-Reliance.*

(i) In making an investment decision, Investor understands that it must rely on its own examination of the Company and the terms of the Convertible Note Financing, including the merits and risks involved, and is aware that Investor is required to bear the financial risks of this investment for an indefinite period of time;

(ii) Investor is not relying on the Company or its representatives with respect to the legal, tax, economic and related considerations of an investment in the Note, and Investor has relied on the advice of, or has consulted with, only its own Advisers;

(iii) In evaluating the suitability of an investment in the Company, Investor has not relied upon any representation or information (oral or written) other than as stated in this Note and the Note Purchase Agreement;

(iv) Investor is aware that an investment in the Company involves a high degree of risk and that the Company has a limited operating history, operating losses since inception, limited assets and is engaged in a highly competitive business. Investor is further aware that if the Company is unable to develop its businesses as anticipated, it may not be able to raise sufficient capital or generate revenues to fund its operations and Investor may lose all or part of its investment.

(v) Investor understands and acknowledges that any estimates or forward-looking statements or projections (including projections of future expenses, pricing and revenues) included in any materials provided by the Company to Investor in connection with the Convertible Note Financing were prepared by the Company in good faith but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company and should not be relied upon.

(d) Restrictions on Transfer or Sale of the Securities.

(i) Investor is acquiring the Note and, as applicable, the other Securities, solely for such Investor's own account for investment purposes only and not with a view to or intent of resale or distribution thereof, in whole or in part, in violation of the Securities Act. Investor has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Note and/or, as applicable, the other Securities, and Investor has no plans to enter into any such agreement or arrangement;

(ii) Investor understands that (a) none of the Note or the other Securities are or will be, as applicable, registered under the Securities Act, or any state securities laws; (b) the offering and sale of the Note and the other Securities is intended to be exempt from registration under the Securities Act and state securities laws by virtue of Section 4(a)(2) and Regulation D based, in part, upon the representations, warranties and covenants of Investor contained in this Note; and (c) consequently, neither the Note nor any of the other Securities may be offered for sale, sold, assigned, transferred, hypothecated, or otherwise disposed of (collectively, a "**Transfer**") unless (a) a registration statement is in effect under the Securities Act covering such proposed Transfer and such proposed Transfer is conducted in accordance with such registration statement; or (b) the Note and/or other Securities are Transferred in a transaction exempt from the registration requirements of the Securities Act and any related requirements imposed by applicable state securities laws, and the recipient of the Transfer executes an agreement with the Company (in a form reasonably satisfactory to the Company) obligating it to abide by comparable restrictions on Transfer;

(iii) Investor understands that (a) it must bear the substantial

economic risks of the investment in the Note and, as applicable, the other Securities indefinitely because the Note and, as applicable, the other Securities, may not be Transferred unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available; (b) legends have been placed on this Note and, as applicable, shall be placed on the certificates representing the Conversion Units to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the Company's records; (c) stop transfer instructions will be placed with any registrar or transfer agent of the Note and, as applicable, the other Securities, if other than the Company; (d) there can be no assurance any market will ever exist for resale of the Note or the other Securities, nor can there be any assurance that the Note or the other Securities will be freely transferable at any time in the foreseeable future; and (e) Investor has no demand rights to require the Company to register the Securities under the Securities Act or any state securities laws except as set forth herein;

(e) Status of Investor.

(i) Investor is an "accredited investor" as that term is defined under Rule 501(a) of Regulation D because Investor meets the requirements of at least one of the suitability standards for an "accredited investor" as that term is defined in Regulation D and as set forth on the Accredited Investor Certification contained herein;

(ii) Neither Investor, nor any of Investor's affiliates, nor any person claiming by or through any of them, is subject to any "bad actor" disqualification specified in Rule 506(d) of Regulation D (a "**Disqualification Event**"). Investor undertakes to update the Company in the event that Investor (or any of Investor's affiliates, or any person claiming by or through any of them) subsequently becomes subject to a Disqualification Event;

(iii) Investor, together with its Advisers, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the information made available to it in connection with the Convertible Note Financing to evaluate the merits and risks of an investment in the Note and the Company and to make an informed investment decision with respect thereto;

(iv) Investor has significant prior investment experience, including investment in non-listed and non-registered securities. Investor is knowledgeable about investment considerations in development-stage companies with limited operating histories. Investor has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. Investor's overall commitment to investments which are not readily marketable is not excessive in view of Investor's net worth and financial circumstances and the purchase of the Note will not cause such commitment to become excessive. The investment is a suitable one for Investor; and

(v) Investor has adequate means of providing for such Investor's current financial needs and foreseeable contingencies and has no need for liquidity from its investment in the Note for an indefinite period of time.

9. **Representations and Warranties of the Company.** The Company represents and warrants to Investor that the Company has full legal capacity, power and authority to execute and deliver this Note and to perform its obligations hereunder. This Note has been duly executed and delivered by the Company and is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. The execution and delivery by the Company of this Note and the performance of its obligations hereunder will not violate, conflict with, result in a breach of, or constitute a default under the organizational documents of the Company.

10. **Legends.** Investor acknowledges that upon issuance the Conversion Units may bear the following legend referring to the fact that such Conversion Units will be issued in reliance upon an exemption from registration under the Securities Act and applicable state securities laws:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO SAID ACT AND SUCH LAWS; OR (II) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER OR RESALE MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SAID ACT AND SUCH LAWS AND THE RECIPIENT OF SUCH TRANSFER OR SALE EXECUTES AN AGREEMENT WITH THE COMPANY OBLIGATING IT TO ABIDE BY COMPARABLE RESTRICTIONS ON TRANSFER AND RESALE.

11. **Successors and Assigns.** Subject to the restrictions on transfer described in Sections 12, 13, and 14 below, the rights and obligations of the Company and Investor shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the Parties.

12. **Waiver and Amendment.** Any provision of this Note may be amended, waived or modified upon the written consent of the Company and holders of a Majority in Interest of the Convertible Notes. Investor expressly acknowledges and agrees that it

shall be bound by any such amendment, waiver or modification executed by holders of a Majority in Interest of the Convertible Notes, regardless of whether Investor otherwise executed the instrument causing such amendment, waiver or modification.

13. ***Transfer of this Note or Securities Issuable on Conversion Hereof.*** This Note and the rights, interests and obligations hereunder are not transferable or assignable by Investor and the Transfer of any Securities acquired by Investor in connection with this Note shall be made only in accordance with Section 8(d)(ii) of this Note or the LLC Agreement, as applicable, and all applicable laws. Any purported attempt by Investor to Transfer this Note, any of the other Securities, or any of the rights, interests or obligations hereunder, in each case in violation of this Section 13, shall be null and void. The restrictions set forth in this Section 13 shall survive the execution and delivery hereof and delivery of the Conversion Units.

14. ***Assignment.*** This Note and all rights, interests or obligations hereunder may not be assigned, by operation of law or otherwise, in whole or in part, by the holder without the prior written consent of the Company which shall not be unreasonably delayed or withheld.

15. ***Notices.*** Any notice or other communication required or permitted to be given hereunder shall be in writing, shall refer specifically to this Note and shall be deemed given only if (i) delivered by hand; (ii) sent by overnight registered mail, courier or express delivery service that maintains records of delivery; (iii) sent by telex or telecopy (with confirmation of receipt); or (iv) sent by email (with confirmation of receipt), in each case addressed (A) if to the Company, to BobsBox, LLC, attention Kevin T. Aycock, CEO, email: kevin@infrasitesolutions.com; or (B) if to Investor, in accordance with the contact information set forth on the signature page hereof (or, in either case, in accordance with such other contact information as the Party shall have furnished in writing to the other Party in accordance with the provisions of this Section 15). Such notice shall be deemed to have been received: (1) as of the date delivered by hand or by overnight registered mail, courier or express delivery service; or (2) on the day sent by telex, telecopy or email provided, that the sender had received confirmation of transmission (by facsimile or email delivery receipt confirmation, as applicable, or confirmation by telephone or email). Any Notice delivered by telex, telecopy or email shall be confirmed by a hard copy delivered promptly thereafter.

16. ***Seniority.*** This Note shall be senior in priority to all other indebtedness of the Company unless otherwise mutually agreed to in writing by the parties.

17. ***Governing Law; Jurisdiction.*** This Note and all actions, causes of action or claims of any kind (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Note, or the negotiation, execution or performance of this Note shall be governed by, and construed under, and construed in accordance with the laws of the State of New York, all rights and remedies being

governed by said laws, including without limitation New York laws relating to applicable statutes of limitation and burdens of proof, available remedies and applicable evidentiary privileges. For the purpose of any suit, action or proceeding arising out of or relating to this Note, the Parties hereto hereby irrevocably consent and submit to the exclusive jurisdiction and venue of the state and federal courts of the State of New York (and of the appropriate appellate courts therefrom). The Parties hereto irrevocably waive any objection which they may now or hereinafter have to the laying of the venue of any suit, action or proceeding brought in such court and any claim that such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and agrees that service of process in accordance with the foregoing sentence shall be deemed in every respect effective and valid personal service of process upon such Party.

18. **Indemnification of Investor.** Subject to the provisions of this Section 18, the Company will, severally and not jointly, indemnify and hold the Investor and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls the Investor (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "**Investor Party**") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Investor Party may suffer or incur as a result of or relating to (a) any material breach of any of the representations, warranties, covenants or agreements made by the Company in this Note; or (b) any action instituted against the Investor Parties in any capacity, or any of them or their respective affiliates, by any Member or holder of Units of the Company who is not an affiliate of such Investor Party, with respect to the Note or any of the transactions contemplated herein (unless such action is solely based upon a material breach of such Investor Party's representations, warranties or covenants under this Note or any agreements or understandings such Investor Party may have with any such member or holder of Units in the Company, or any violations by such Investor Party of state or federal securities laws or any conduct by such Investor Party which is finally judicially determined to constitute fraud, gross negligence or willful misconduct). The Company liability limit under this Section 18 (Indemnification) shall be no more than the outstanding Note Obligations under this Note.

19. **Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION,

INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

20. Possible Change of Class of Equity Issued. The Parties agree that in the event that any class of the Company's Units (or a security issued in exchange or conversion for Units following the conversion of the Company into another form of entity such as a corporation, referred to herein as a "New Security") is listed on a public market or exchange, at Investor's request the Units issued upon conversion of this Note shall be of the same class as so then listed. Additionally, in the event that any class of the Company's Units or a New Security becomes listed on a market or exchange subsequent to issuance of Units pursuant to the conversion of this Note, Investor shall continue to have an analogous right to convert such issued Units into such listed class of Units or New Security. The parties expressly agree that this right shall survive conversion of this Note by Investor.

21. ***Miscellaneous.***

(a) This Note, together along with the Securities Purchase Agreement, the Company Owners' Pledge Letter, and the Form of Warrant, along with any and all Schedules and Exhibits attached respectively thereto, constitute the entire agreement between and among Investor and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof.

(b) The representations and warranties of the Parties made in this Note shall survive the execution and delivery of this Note.

(c) Each of the Parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such Party) in connection with this Note.

(d) This Note may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Note by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Note.

(e) Each provision of this Note shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Note.

(f) Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Note as set forth in the text.

(g) The language of this Note shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against any Party.

The Company has each caused this Note to be issued as of the date first written above.

BOBSBOX, LLC

A Delaware limited liability company

By

Name Kevin Aycock

Title Managing Member / CEO

ACKNOWLEDGED AND AGREED:

INVESTOR

If Investor is an INDIVIDUAL, and if the Note is purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

Print Name(s)

Social Security Number(s)

Signature(s) of Investor(s)

Signature

Date

Address

Fax Number

Email Address

If Investor is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

Name of Entity

Federal Tax Identification Number

By: _____.

Name:

Title:

State of Organization

Date

Address

ACKNOWLEDGED AND AGREED:

INVESTOR:

If Investor is an INDIVIDUAL, and if the Note is purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

Print Name(s)

Social Security Number(s)

Signature(s) of Investor(s)

Signature

Date

Address

Fax Number

Email Address

If Investor is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

Infrasite Holdings Partners, LLC 83-2146036
Name of Entity Federal Tax Identification Number

By: [Signature] DELAWARE
Name: Charles Gassenheimer State of Organization
Title:

11/23/18 152 W. 57th St. 52nd Floor
Date Address
New York, NY 10019