UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)
[X] **QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2018

[ ] **TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: **000-55353**

RECALL STUDIOS, INC.
(Exact Name of Registrant as Specified in Its Charter)

Florida	**26-4330545**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
1115 Broadway, 12 th Floor, New York, NY	**10010**
(Address of Principal Executive Offices)	(Zip Code)

(212) 537-5775
(Registrant's Telephone Number, Including Area Code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	[ ]	Accelerated filer	[ ]
Non-accelerated filer (Do not check if a smaller reporting company)	[ ]	Smaller reporting company	[X]
Emerging growth company	[ ]		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

As of August 14, 2018, there were 199,559,120 shares of the registrant's common stock, par value $0.0001 per share, outstanding.

RECALL STUDIOS, INC.
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FORWARD-LOOKING STATEMENTS

This quarterly report on Form 10-Q contains forward-looking statements regarding our business, financial condition, results of operations and prospects. Words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” “estimates” and similar expressions or variations of such words are intended to identify forward-looking statements, but are not deemed to represent an all-inclusive means of identifying forward-looking statements as denoted in this quarterly report on Form 10-Q. Additionally, statements concerning future matters are forward-looking statements.

Although forward-looking statements in this quarterly report on Form 10-Q reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by us. Consequently, forward-looking statements are inherently subject to risks and uncertainties and actual results and outcomes may differ materially from the results and outcomes discussed in or anticipated by the forward-looking statements. Factors that could cause or contribute to such differences in results and outcomes include, without limitation, those specifically addressed in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our annual report on Form 10-K, for the fiscal year ended December 31, 2017, in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this quarterly report on Form 10-Q and in other reports that we file with the Securities and Exchange Commission (the “SEC”). You are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this quarterly report on Form 10-Q.

We file reports with the SEC. The SEC maintains a website (www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, including us. You can also read and copy any materials we file with, or furnish to, the SEC at the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC 20549. You can obtain additional information about the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

We undertake no obligation to revise or update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this quarterly report on Form 10-Q, except as required by law. Readers are urged to carefully review and consider the various disclosures made throughout the entirety of this quarterly report, which are designed to advise interested parties of the risks and factors that may affect our business, financial condition, results of operations and prospects.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

Recall Studios, Inc.
Condensed Consolidated Balance Sheets
(in rounded to nearest thousand, except per share information)

	June 30, 2018	December 31, 2017
	(unaudited)	
ASSETS		
Current assets		
Cash	$ 369,000	$ 77,000
Prepaid expenses	-	-
Total current assets	369,000	77,000
Capitalized software costs	6,000	6,000
Deposits	3,000	3,000
Total Assets	$ 378,000	$ 86,000
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities		
Accounts payable and accrued expenses	$ 60,000	$ 112,000
Accrued interest related parties	153,000	141,000
Accrued payroll - officers	251,000	343,000
Advances from related parties	31,000	31,000
Deposit on future sale of equity	55,000	55,000
Convertible notes payable, net of discount	235,000	152,000
Convertible notes payable - related party	484,000	484,000
Derivative liability	2,831,000	1,867,000
Total current liabilities	4,100,000	3,185,000
Commitments and Contingencies	-	-
Stockholders' Deficit:		
Series A Preferred stock, par value $0.0001, 5,000,000 shares authorized 5,000,000 shares issued and outstanding as of June 30, 2018 and December 31, 2017	1,000	1,000
Series B Preferred stock, par value $0.0001, 1,000,000 shares authorized 0 and 1,000,000 shares issued and outstanding as of June 30, 2018 and December 31, 2017	-	-
Series C Preferred stock, par value $0.0001, 41,000,000 shares authorized 1,262,491 and 1,424,491 shares issued and outstanding as of June 30, 2018 and December 31, 2017	-	-
Common stock, par value $0.0001, 300,000,000 shares authorized 90,599,120 and 79,797,533 shares issued and outstanding as of June 30, 2018 and December 31, 2017	9,000	8,000
Additional paid in capital	10,303,000	8,045,000
Accumulated deficit	(14,035,000)	(11,153,000)
Total Stockholders' Deficit	(3,722,000)	(3,099,000)
Total Liabilities and Stockholders' Deficit	$ 378,000	$ 86,000

The accompanying notes are an integral part of these condensed consolidated financial statements.

Recall Studios, Inc.
Condensed Consolidated Statements of Operations
(unaudited; in rounded to nearest thousand, except per share information)

	For the Three Months Ended		For the Six Months Ended	
	June 30, 2018	**June 30, 2017**	**June 30, 2018**	**June 30, 2017**
Revenue	$ -	$ 36,000	$ -	$ 41,000
Cost of goods sold	-	8,000	-	8,000
Gross Profit	-	28,000	-	33,000
Operating Expenses:				
Compensation	106,000	314,000	243,000	366,000
General and administrative	934,000	73,000	1,637,000	163,000
Total operating expenses	1,040,000	387,000	1,880,000	529,000
Loss from operations	(1,040,000)	(359,000)	(1,880,000)	(496,000)
Other Income (Expense)				
Interest expense	(173,000)	(5,000)	(295,000)	(12,000)
Other income (expense)	-	1,000	-	1,000
Amortization of debt discount	(440,000)	-	(804,000)	-
Financing costs	(205,000)	-	(2,342,000)	-
Change in fair value of derivative liability	(329,000)	5,366,000	2,439,000	12,173,000
Total Other (Income) Expense	(1,147,000)	5,362,000	(1,002,000)	12,162,000
Income (Loss) From Continuing Operations	(2,187,000)	5,003,000	(2,882,000)	11,666,000
Income (Loss) From Discontinued Operations:				
Loss from operations of discontinued business component	-	(43,000)	-	(68,000)
Gain from sale of discontinued business component	-	57,000	-	57,000
Total Income (Loss) From Discontinued Operations	-	14,000	-	(11,000)
Net Income (Loss) Before Income Taxes	(2,187,000)	5,017,000	(2,882,000)	11,655,000
Income Tax Expense	-	-	-	-
Net Income (Loss)	$ (2,187,000)	$ 5,017,000	$ (2,882,000)	$ 11,655,000
Net income (loss) from continuing operations per common share				
-Basic	$ (0.03)	$ 0.29	$ (0.03)	$ 1.35
-Diluted	$ (0.03)	$ 0.22	$ (0.03)	$ 0.80
Net income (loss) from discontinued operations per common share				
-Basic	$ -	$ 0.00	$ -	$ (0.00)
-Diluted	$ -	$ 0.00	$ -	$ (0.00)
Net income (loss) per common share				
-Basic	$ (0.03)	$ 0.29	$ (0.03)	$ 1.35
-Diluted	$ (0.03)	$ 0.22	$ (0.03)	$ 0.80
Weighted average common shares outstanding				
-Basic	85,285,336	17,100,572	83,145,665	8,619,429
-Diluted	85,285,336	23,018,091	83,145,665	14,526,948

The accompanying notes are an integral part of these condensed consolidated financial statements.

Recall Studios, Inc.
Condensed Consolidated Statements of Cash Flows
(unaudited; in rounded to nearest thousand, except per share information)

	For the Six Months Ended	
	June 30, 2018	**June 30, 2017**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ (2,882,000)	$ 11,655,000
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Amortization of original issue discount	19,000	-
Financing cost	2,342,000	-
Common stock issued for services	683,000	410,000
Elimination of non-controlling interest of discontinued operations	-	189,000
Change in fair value of derivative liability	(2,439,000)	(12,173,000)
Amortization of debt discount and debt issuance cost	804,000	-
Changes in operating liabilities		
Prepaid expenses and other current assets	-	(10,000)
Accounts payable	(52,000)	19,000
Accrued interest	12,000	12,000
Accrued payroll	(92,000)	(83,000)
Net Cash Used in Operating Activities of Continuing Operations	(1,605,000)	19,000
Net Cash Used in Operating Activities of Discontinued Operations	-	(198,000)
Net Cash Used in Operating Activities	(1,605,000)	(179,000)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of convertible note payable	1,157,000	-
Repayments of convertible notes payable	(731,000)	-
Proceeds from sale of common stock	1,471,000	122,000
Net Cash Provided by Financing Activities	1,897,000	122,000
Net Increase in Cash	292,000	(57,000)
Cash at Beginning of Period	77,000	77,000
Cash at End of Period	$ 369,000	$ 20,000
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	$ -	$ -
Income taxes paid	$ -	$ -
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Issuance of common stock upon conversion of notes payable	$ 18,000	$ -
Conversion of 39,087,500 shares of Series C Preferred stock into 79,175,000 shares of common stock	$ -	$ 8,000

The accompanying notes are an integral part of these condensed consolidated financial statements.

Recall Studios, Inc.
Notes to the Condensed Consolidated Financial Statements
For the Six Months Ended June 30, 2018 and 2017
(Unaudited)

Note 1 - Organization and Basis of Operations

Recall Studios, Inc. (formerly " Carolco Pictures, Inc." formerly "Brick Top Productions, Inc" or the "Company") was incorporated under the laws of the State of Florida in February 2009 under the name "York Entertainment, Inc." The Company changed its name to Brick Top Productions, Inc. in October 2010. In January 2015, the Company changed its name from Brick Top Productions, Inc. to Carolco Pictures, Inc. In addition, in January 2015, the Company changed its stock symbol from "BTOP" to "CRCO." On October 17, 2017, the Company filed an articles of amendment to its articles of incorporation to change its corporate name from Carolco Pictures, Inc. to Recall Studio, Inc., pending approval from the Financial Industry Regulatory Authority. Effective November 29, 2017, following receipt of FINRA's approval, the Company's corporate name was changed to Recall Studio, Inc. and its stock symbol was changed to "BTOP." In addition, effective immediately, the Company began to do business as Brick Top Productions.

Going Concern

The Company's condensed consolidated financial statements have been prepared assuming that it will continue as a going concern, which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business. As reflected in the condensed consolidated financial statements, the Company had a stockholders' deficit of $3,722,000 at June 30, 2018 and incurred a net loss for the six months ended June 30, 2018 of $2,882,000 and utilized net cash used in operating activities of $1,605,000 . These factors raise substantial doubt about the Company's ability to continue as a going concern within one year from the date that the financial statements are issued. In addition, the Company's independent public accounting firm in its audit report to the financial statements included in the 2017 Annual Report expressed substantial doubt about the Company's ability to continue as a going concern. The condensed consolidated financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

Management estimates that the current funds on hand and raising capital through proceeds from the sale of common stock subscriptions will be sufficient to continue operations through 2018. The ability of the Company to continue as a going concern is dependent on the Company's ability to execute its strategy and in its ability to raise additional funds. Management is currently seeking additional funds, primarily through the issuance of equity securities for cash to operate its business. Management is also monetizing the Company's intellectual property and seeks to increase operational revenues through its myriad applications which are available on various platforms. No assurance can be given that any future financing will be available, or operational revenues, or, if available, that it will be on terms that are satisfactory to the Company. Even if the Company is able to obtain additional financing, it may contain undue restrictions on our operations, in the case of debt financing or cause substantial dilution for our stock holders, in case or equity financing.

Note 2 - Summary of Significant Accounting Policies

Reverse Stock Split

In January 2017, the Company effected a 1-for-10,000 reverse stock split of the Company's common stock. All shares and per-share amounts have been retroactively restated as of the earliest periods presented to reflect the stock split.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Those estimates and assumptions include depreciable lives of property and equipment, analysis of impairments of recorded goodwill, accruals for potential liabilities, assumptions made in valuing derivative liabilities and assumptions made in valuing stock instruments issued for services.

Principles of Consolidation

The Company's consolidated subsidiaries and/or entities are as follows:

Name of consolidated subsidiary or entity	State or other jurisdiction of incorporation or organization	Date of incorporation or formation (date of acquisition, if applicable)	Attributable interest
York Productions, LLC	The State of Florida	October 22, 2008 (June 1, 2010)	60%
York Productions II, LLC	The State of Florida	June 13, 2013	60%
Recall Studios, Inc.	The State of Nevada	March 30, 2016 (July 27, 2016)	100%

The accompanying financial statements are consolidated and include the accounts of the Company and its majority owned subsidiaries. The consolidated accounts include 100% of the assets and liabilities of our majority owned subsidiaries, and the ownership interests of minority investors are recorded as a minority interest. All inter-company balances and transactions have been eliminated. York Productions, LLC and York Productions II, LLC are currently inactive. On June 15, 2017, Recall Studios, Inc. entered into a Purchase and Sale Agreement with Metropolitan Sound + Vision LLC, a South Carolina limited liability company. Pursuant to the Agreement, the Company agreed to sell to Metro all of the shares of common stock of S&G Holdings, Inc., a Tennessee corporation doing business as High Five Entertainment owned by the Company, which constitute 75% of the issued and outstanding shares of S&G. The assets, liabilities and results of operations of S&G have been reclassified to discontinued operations for financial statement presentation in 2017.

Fair Value of Financial Instruments

The Company follows the Financial Accounting Standards Board (FASB) Accounting Standards Codification for disclosures about fair value of its financial instruments and to measure the fair value of its financial instruments. The FASB Accounting Standards Codification establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The three levels of the fair value hierarchy are described below:

Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3 Pricing inputs that are generally unobservable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The carrying amounts of the Company's financial assets and liabilities, such as cash, other assets, accounts payable and accrued payroll, approximate their fair values because of the short maturity of these instruments. The carrying values of notes payable and convertible notes approximate their fair values due to the fact that the interest rates on these obligations are based on prevailing market interest rates.

The carrying amount of the Company's derivative liability of $2,831,000 as of June 30, 2018 and $1,867,000 as of December 31, 2017 was based on Level 3 measurements.

Non-Controlling Interest

Non-controlling interest represents the non-controlling interest holders' proportionate share of the equity of the Company's majority-owned subsidiaries. Non-controlling interest is adjusted for the non-controlling interest holders' proportionate share of the earnings or losses and other comprehensive income (loss) and the non-controlling interest continues to be attributed its share of losses even if that attribution results in a deficit non-controlling interest balance. All Non-controlling interest was eliminated as part of the sale of S&G Holdings, Inc., a Tennessee corporation doing business as High Five Entertainment in 2017.

Revenue Recognition

The Company's Recall Studios subsidiary produces software applications for third-parties on a consulting basis. Revenues from these services are recognized when the following criteria are met: (i) persuasive evidence of an arrangement exists; (ii) the show/episode is complete, and in accordance with the terms of the arrangement, has been delivered or is available for immediate and unconditional delivery; (iii) the price to the customer is fixed and determinable; and (iv) collectability is reasonably assured.

The Company adopted ASC 606, *Revenue from Contracts with Customers* , which requires that upon revenue being generated, the Company will disaggregate revenue into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Stock-Based Compensation

The Company periodically issues stock options and warrants to employees and non-employees in non-capital raising transactions for services and for financing costs. The Company accounts for stock option and warrant grants issued and vesting to employees based on the authoritative guidance provided by FASB where the value of the award is measured on the date of grant and recognized as compensation expense on the straight-line basis over the vesting period. The Company accounts for stock option and warrant grants issued and vesting to non-employees in accordance with the authoritative guidance of the FASB where the value of the stock compensation is based upon the measurement date as determined at either a) the date at which a performance commitment is reached, or b) at the date at which the necessary performance to earn the equity instruments is complete. Options and warrants granted to non-employees are revalued each reporting period to determine the amount to be recorded as an expense in the respective period. As the options and warrants vest, they are valued on each vesting date and an adjustment is recorded for the difference between the value already recorded and the then current value on the date of vesting. In certain circumstances where there are no future performance requirements by the non-employee, option and warrant grants are immediately vested and the total stock-based compensation charge is recorded in the period of the measurement date.

The fair value of the Company's stock option and warrant grants are estimated using the Black-Scholes-Merton Option Pricing model, which uses certain assumptions related to risk-free interest rates, expected volatility, expected life of the stock options or warrants, and future dividends. Compensation expense is recorded based upon the value derived from the Black-Scholes-Merton Option Pricing model, and based on actual experience. The assumptions used in the Black-Scholes-Merton Option Pricing model could materially affect compensation expense recorded in future periods.

Income (Loss) Per Share

Basic income (loss) per share is computed by dividing net income (loss) available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted income (loss) per share reflects the potential dilution, using the treasury stock method that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the income (loss) of the Company. In computing diluted income (loss) per share, the treasury stock method assumes that outstanding options and warrants are exercised and the proceeds are used to purchase common stock at the average market price during the period. Options and warrants may have a dilutive effect under the treasury stock method only when the average market price of the common stock during the period exceeds the exercise price of the options and warrants.

For the six months ended June 30, 2018, warrants exercisable into 239 shares of common stock, convertible Series C Preferred stock that can convert into 2,524,982 shares of common stock, and notes that can convert into 7,583,647 shares of common stock have also been excluded because their impact on the income per share is anti-dilutive.

For the six months ended June 30, 2017, the calculation of diluted earnings per share included convertible Series A Preferred stock that can convert into 2,000,000 shares of common stock, convertible Series B Preferred stock that can convert into 81,023,982 shares of common stock, convertible Series C Preferred stock that can convert into 2,848,982 and notes that can convert into 1,058,537 shares of common stock .

Derivative Financial Instruments

The Company evaluates its financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company uses a Black-Scholes-Merton models to value the derivative instruments at inception and on subsequent valuation dates through the June 30, 2018 reporting date.

The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* . ASU 2014-09 is a comprehensive revenue recognition standard that will supersede nearly all existing revenue recognition guidance under current U.S. GAAP and replace it with a principle based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenue based on the value of transferred goods or services as they occur in the contract. The ASU also will require additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-09 is effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted only in annual reporting periods beginning after December 15, 2016, including interim periods therein. Entities will be able to transition to the standard either retrospectively or as a cumulative-effect adjustment as of the date of adoption. The Company has adopted ASU 2014-09 in the first quarter of 2018. The adoption of ASU 2014-09 is not expected to have a material impact on the Company's financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02 *, Leases* . ASU 2016-02 requires a lessee to record a right of use asset and a corresponding lease liability on the balance sheet for all leases with terms longer than 12 months. ASU 2016-02 is effective for all interim and annual reporting periods beginning after December 15, 2018. Early adoption is permitted. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is in the process of evaluating the impact of ASU 2016-02 on the Company's financial statements and disclosures.

Other recent accounting pronouncements issued by the FASB, including its Emerging Issues Task Force, the American Institute of Certified Public Accountants, and the Securities and Exchange Commission did not or are not believed by management to have a material impact on the Company's present or future consolidated financial statement presentation or disclosures.

Note 3 – Convertible Notes Payable

On August 29, 2017, the Company issued a convertible promissory note to Crown Bridge Partners in the amount of $35,000. The note is due on August 29, 2018 and bears interest at 10% per annum. The loan and any accrued interest may be converted into shares of the Company's common stock at a rate of 55% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $35,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess if the note principal of $32,000 that was expensed as a financing cost. On February 15, 2018 Crown Bridge converted $17,401 of the note payable into 130,000 shares of common stock. On February 22, 2018 the remaining note and all accrued interest was paid off and the remaining portion of the note discount was amortized.

On September 5, 2017, the Company issued a convertible promissory note to LG Capital Funding in the amount of $52,500. The note is due on September 5, 2018 and bears interest at 6% per annum. The loan and any accrued interest may be converted into shares of the Company's common stock at a rate of 58% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $52,500 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess if the note principal of $37,000 that was expensed as a financing cost. On March 2, 2018 the note plus accrued interest was paid as well as a prepayment penalty in the amount of $20,000 which was recognized as interest expense, and the remaining portion of the note discount was amortized.

On September 12, 2017, the Company issued a convertible promissory note to EMA Financial in the amount of $100,000. The note is due on September 5, 2018 and bears interest at 10% per annum. The loan and any accrued interest may be converted into shares of the Company's common stock at a rate of 50% multiplied by the lowest trading price during the previous twenty-five (25) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $100,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess if the note principal of $99,000 that was expensed as a financing cost. On March 1, 2018 the note plus accrued interest was paid as well as a prepayment penalty in the amount of $38,000 which was recognized as interest expense, and the remaining portion of the note discount was amortized.

On September 22, 2017, the Company issued a convertible promissory note to Essex Global Investment in the amount of $43,000. The note is due on September 22, 2018 and bears interest at 10% per annum. The loan and any accrued interest may be converted into shares of the Company's common stock at a rate of 58% multiplied by the lowest trading price during the previous twenty-five (25) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $43,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess if the note principal of $32,000 that was expensed as a financing cost. On March 12, 2018 the note plus accrued interest was paid as well as a prepayment penalty in the amount of $14,000 which was recognized as interest expense, and the remaining portion of the note discount was amortized.

On September 29, 2017, the Company issued a convertible promissory note to Labrys Fund in the amount of $110,000. The note is due on March 29, 2018 and bears interest at 12% per annum. The loan and any accrued interest may be converted into shares of the Company's common stock at a rate of 50% multiplied by the lowest trading price during the previous twenty-five (25) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $110,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $232,000 that was expensed as a financing cost. On February 21, 2018 the note and all accrued interest was paid off and the remaining portion of the note discount was amortized.

On November 2, 2017, the Company issued a convertible promissory note to Auctus Fund in the amount of $52,750. The note is due on August 2, 2018 and bears interest at 12% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 50% multiplied by the lowest trading price during the previous twenty-five (25) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $52,750 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $50,000 that was expensed as a financing cost. On April 27, 2018 the note plus accrued interest was paid off and the remaining portion of the note discount was amortized.

On October 2, 2017, the Company issued a convertible promissory note to Power Up Lending Group in the amount of $50,000. The note is due on July 15, 2018 and bears interest at 8% per annum. The loan and any accrued interest may be converted into shares of the Company's common stock at a rate of 63% multiplied by the average of the three lowest trading price during the previous ten (10) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $50,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $77,000 that was expensed as a financing cost. On March 28, 2018 the note and all accrued interest was paid off and the remaining portion of the note discount was amortized.

On January 17, 2018, the Company issued a convertible promissory note to Power Up Lending Group, LLC in the amount of $53,000. The note is due on October 30, 2018 and bears interest at 8% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 63% multiplied by the lowest trading price during the previous ten (10) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $53,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $28,000 that was expensed as a financing cost. On June 25, 2018 the note and all accrued interest was paid off and the remaining portion of the note discount was amortized.

On January 26, 2018, the Company issued a convertible promissory note to Adar Bays, LLC in the amount of $44,000. The note is due on January 16, 2018 and bears interest at 6% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 58% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded original issue discount of $4,000 and a note discount of $40,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $502,000 that was expensed as a financing cost. On May 29, 2018 the note plus accrued interest was paid as well as a prepayment penalty in the amount of $15,400 which was recognized as interest expense, and the remaining portion of the note discount was amortized.

On January 26, 2018, the Company issued a second convertible promissory note to Adar Bays, LLC in the amount of $44,000. The note is due on January 16, 2018 and bears interest at 6% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 58% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded original issue discount of $4,000 and a note discount of $40,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $502,000 that was expensed as a financing cost.

On May 29, 2018 the note plus accrued interest was paid as well as a prepayment penalty in the amount of $15,400 which was recognized as interest expense, and the remaining portion of the note discount was amortized.

In addition to the two notes above, the Company has the ability to receive an additional two more $44,000 promissory back end notes from Adar Bays, LLC, which provides conversion features equal to 58% of the lowest trading price of the Corporation's Common Stock for the last 20 trading days prior to conversion, as well as 6% per annum interest, and a 10% OID so that the purchase price for each note shall be $40,000, and become due and payable January 26, 2019 and that the aforementioned notes shall be $44,000 promissory notes to Adar Bays, LLC secured by assets with a fair market value of not less than $40,000 each.

On February 2, 2018, the Company issued a convertible promissory note to Crown Bridge Partners in the amount of $17,500. The note is due on August 29, 2018 and bears interest at 10% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 55% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded original issuance of $1,750 and a note discount of $15,750 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $69,000 that was expensed as a financing cost. On May 29, 2018 the note plus accrued interest was paid as well as a prepayment penalty in the amount of $9,045 which was recognized as interest expense, and the remaining portion of the note discount was amortized.

On February 12, 2018, the Company issued a convertible promissory note to Power Up Lending Group, LLC in the amount of $53,000. The note is due on October 30, 2018 and bears interest at 8% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 63% multiplied by the lowest trading price during the previous ten (10) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $53,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $8,000 that was expensed as a financing cost. On June 25, 2018 the note and all accrued interest was paid as well as a prepayment penalty in the amount of $18,550 which was recognized as interest expense and the remaining portion of the note discount was amortized.

On February 21, 2018, the Company issued a convertible promissory note to One44 Capital, LLC in the amount of $94,500. The note is due on February 21, 2019 and bears interest at 8% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 50% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $94,500 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess if the note principal of $93,000 that was expensed as a financing cost.

On February 23, 2018, the Company issued a convertible promissory note to Crown Bridge Partners in the amount of $35,000. The note is due on August 29, 2018 and bears interest at 10% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 55% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded original issue discount of $3,500 and a note discount of $31,750 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $33,000 that was expensed as a financing cost. On June 5, 2018 the note and all accrued interest was paid as well as a prepayment penalty in the amount of $12,250 which was recognized as interest expense and the remaining portion of the note discount was amortized.

On February 22, 2018, the Company issued a convertible promissory note to Auctus Fund in the amount of $230,000. The note is due on November 22, 2018 and bears interest at 12% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 50% multiplied by the lowest trading price during the previous twenty-five (25) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $230,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $632,000 that was expensed as a financing cost.

On February 23, 2018, the Company issued a convertible promissory note to LG Capital Funding in the amount of $110,250. The note is due on February 23, 2019 and bears interest at 8% per annum. The loan and any accrued interest may be converted into shares of the Company's common stock at a rate of 58% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded original issue discount of $5,250 and a note discount of $105,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $141,000 that was expensed as a financing cost.

On March 29, 2018, the Company issued a convertible promissory note to One44 Capital, LLC in the amount of $94,500. The note is due on November 29, 2018 and bears interest at 8% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 50% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $94,500 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $56,000 that was expensed as a financing cost.

On March 23, 2018, the Company issued a convertible promissory note to Power Up Lending Group, LLC in the amount of $50,000. The note is due on December 30, 2018 and bears interest at 8% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 63% multiplied by the lowest trading price during the previous ten (10) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $50,000 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $8,000 that was expensed as a financing cost. On June 25, 2018 the note and all accrued interest was paid as well as a prepayment penalty in the amount of $17,500 which was recognized as interest expense and the remaining portion of the note discount was amortized.

On May 3, 2018, the Company issued a convertible promissory note to GS Capital in the amount of $56,000. The note is due on May 3, 2019 and bears interest at 8% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 52% multiplied by the lowest trading price during the previous ten (10) day trading period ending on the latest complete trading day prior to the conversion date. Pursuant to current accounting guidelines, the Company recorded a note discount of $54,800 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $54,000 that was expensed as a financing cost.

On May 31, 2018, the Company issued a convertible promissory note to Adar Bays, LLC in the amount of $275,625. The note is due on May 31, 2019 and bears interest at 6% per annum. The loan and any accrued interest can may converted into shares of the Company's common stock at a rate of 53% multiplied by the lowest trading price during the previous twenty (20) day trading period ending on the latest complete trading day prior to the conversion date. . Pursuant to current accounting guidelines, the Company recorded a note discount of $262,500 to account for the note's derivative liability. In addition the Company recorded an amount of discount in excess of the note principal of $151,000 that was expensed as a financing cost.

As of June 30, 2018, outstanding balance of the notes payable amounted to $860,875, accrued interest of $19,615 unamortized original issuance discount of $16,516 and unamortized note discount of $627,675.

Note 4– Convertible Notes Payable to Related Parties

Chairman and CEO

In July 2015, the Company issued convertible promissory notes to Alex Bafer, Chairman and CEO, in exchange for the cancellation of previously issued promissory notes in the aggregate of $530,000 and accrued interest of $13,000 for a total of $543,000. The notes are unsecured, bear interest of 5% per annum, matured on October 1, 2015 and are convertible to shares of common stock at a conversion price equal to the lowest closing stock price during the 20 trading days prior to conversion with a 50% discount.

In October 2015, the notes matured and became past due. As a result, the stated interest of 5% increased to 22% pursuant to the term of the notes. In July 2016, the Company and Mr. Bafer agreed to extend the maturity date of these notes to August 1, 2017 and cure the default. There were no other terms changed and no additional compensation paid. As of June 30, 2018 and December 31, 2017, the total outstanding note balance amounted to $434,000 and $434,000, and accrued interest of $150,000 and $140,000, respectively. The notes are currently past due.

Shareholder

On December 28, 2016, the Company issued an unsecured convertible promissory note in the principal amount of $50,000 to a shareholder. The note bears interest at 3% per annum, is due on March 24, 2017, and is convertible into shares of common stock at a conversion price of $4,000 per share. The note is currently past due. As of June 30, 2018 and December 31, 2017, accrued interest of $2,000 and $1,000 is due, respectively.

Note 5- Derivative Liability

The FASB has issued authoritative guidance whereby instruments which do not have fixed settlement provisions are deemed to be derivative instruments. Certain warrants issued to investors and conversion features of notes payable did not have fixed settlement provisions because either their exercise prices will be lowered if the Company issues securities at lower prices in the future or the conversion price is variable. In addition, since the number of shares to be issued is not explicitly limited, the Company is unable to conclude that enough authorized and unissued shares are available to share settle the conversion option. In accordance with the FASB authoritative guidance, the conversion feature of the notes was separated from the host contract (i.e., the notes) and the fair value of the warrants have been recognized as a derivative and will be re-measured at the end of every reporting period with the change in value reported in the statement of operations.

The derivative liabilities were valued at the following dates using a Black-Scholes-Merton model with the following average assumptions:

	June 30, 2018	December 31, 2017
Stock Price	$ 0.42	$ .31
Risk free interest rate	1.77-2.33%	0.84%
Expected Volatility	199%	476%
Expected life in years	0.17-0.92	0.25-0.79
Expected dividend yield	0%	0%
Fair Value – Warrants	**$ 0**	**$ 0**
Fair Value – Note Conversion Feature	**2,831,000**	**1,867,000**
Total	**$ 2,831,000**	**$ 1,867,000**

The risk-free interest rate was based on rates established by the Federal Reserve Bank. The Company uses the historical volatility of its common stock to estimate the future volatility for its common stock. The expected life of the derivative securities was determined by the remaining contractual life of the derivative instrument. For derivative instruments that already matured, the Company used the estimated life. The expected dividend yield was based on the fact that the Company has not paid dividends to its common stockholders in the past and does not expect to pay dividends to its common stockholders in the future.

During the six months ended June 30, 2018, the Company recorded $3,403,000 in derivative liability as a result of conversion features from the issuance of new convertible notes payables (see Note 3). In addition the Company recorded a gain of $2,439,000 to account for the change in fair value of the derivative liabilities related to the conversion features from December 31, 2017 to June 30, 2018. As of June 30, 2018, the derivative liability amounted to $2,831,000.

Note 6- Stockholders' Deficit

Issuance of Common Stock for Cash

During the six months ended June 30, 2018, the Company issued 6,952,000 shares of common stock for proceeds of $1,471,000. During the year ended December 31, 2017, the Company issued 978,750 shares of common stock for proceeds of $175,000.

Issuance of Common Stock for services

During the six months ended June 30, 2018, the Company issued an aggregate of 1,150,000 shares of common stock valued at $683,000 to six shareholders for services. During the year ended December 31, 2017, the Company issued an aggregate of 501,000 shares of common stock valued at $410,000 to five shareholders for services.

Issuance of Common Stock for commitment fee

During the six months ended June 30, 2018 pursuant securities purchase agreements with Auctus Fund, the Company issued 200,000 shares to Auctus as a commitment fee valued at $118,000. In February 2018 pursuant the September 29, 2017 securities purchase agreement with Labrys Fund, LP, the Company issued 107,843 shares to Labrys as a commitment fee. These shares are returnable based upon meeting certain conditions by the Company.

Issuance of Common Stock for conversion of warrant

During the six months ended June 30, 2018, the Company issued 153,430 upon the conversion of warrants.

Issuance of Common Stock Upon Conversion of Series C Preferred Stock

During the year ended December 31, 2017, the Company issued 78,175,000 shares of common stock upon the conversion of 39,087,500 shares of Series C Preferred Stock pursuant to the terms of the certificate of designation of the Series C Preferred Stock.

Cancellation of Common Stock for commitment fee

In February 2018 pursuant the September 29, 2017 securities purchase agreement with Labrys Fund, LP, the Company issued 107,843 shares to Labrys as a commitment fee. During the six months ended June 30, 2018 these shares were returned based upon the meeting of certain conditions by the Company.

Summary of the Company's Stock Warrant Activities

The following table summarizes information concerning outstanding and exercisable warrants as of June 30, 2018 and December 31, 2017:

	Warrants	Weighted Average Price	Weighted Average Remaining Contractual Life
December 31, 2016	**295**	**$ 800**	**3.63**
Granted	90,250	.50	5.00
Exercised	-	-	-
Forfeited/expired	(56)	10	**.05**
December 31, 2017	**90,489**	**$ .50**	**4.71**
Granted	-	-	-
Exercised	**90,250**	-	-
Forfeited/expired	-	-	-
June 30, 2018	**239**	**$ .80**	**2.93**

At June 30, 2018, the Company's outstanding and exercisable warrants had no intrinsic value as the exercise price of these warrants was greater than the market price at June 30, 2018.

Note 7- Related Party Transactions

Advances from Related Party

From time to time, the CEO of the Company and a shareholder/employee advanced funds to the Company for working capital purposes. Those advances are unsecured, non-interest bearing and due on demand. As of June 30, 2018 and December 31, 2017 outstanding advances from related party aggregated to $31,000 and $31,000, respectively.

Accrued Payroll

During the six months ended June 30, 2018, the Company accrued payroll in the aggregate of $175,000 for officers and employees' salaries.

As of June 30, 2018, accrued payroll amounted to $251,000, of which $235,000 pertains to the accrued salary of one officer Mr. Bafer, Chief Executive Officer. As of December 31, 2017, accrued payroll amounted to $343,000, of which $310,000 pertains to the accrued salary of one officer Mr. Bafer, Chief Executive Officer.

Legal Services

On June 29, 2016 Esposito Partners and the Company entered into an agreement, pursuant to which the Company engaged Esposito Partners to provide legal services to the Company. The Letter Agreement also provided that Frank Esposito, who is the Managing Member of Esposito Partners, would serve as the Chief Legal Officer, a member of the Company's board of directors and as secretary of the Company's board of directors. Pursuant to the agreement, the Company will pay $5,000 per month for the legal services provided.

As of June 30, 2018, accrued legal expenses amounted to $50,000.

Note 8 - Contingencies and Litigation

The Company may be involved in certain legal proceedings that arise from time to time in the ordinary course of its business. Except for income tax contingencies (commencing April 1, 2009), the Company records accruals for contingencies to the extent that management concludes that the occurrence is probable and that the related amounts of loss can be reasonably estimated. Legal expenses associated with the contingency are expensed as incurred.

Litigation

The Company may be involved in certain legal proceedings that arise from time to time in the ordinary course of its business. Except for income tax contingencies (commencing April 1, 2009), the Company records accruals for contingencies to the extent that management concludes that the occurrence is probable and that the related amounts of loss can be reasonably estimated. Legal expenses associated with the contingency are expensed as incurred.

Note 9 – Discontinued Operations

On June 15, 2017, the Company entered into a Purchase and Sale Agreement with Metropolitan Sound + Vision LLC, a South Carolina limited liability company. Pursuant to the Agreement, the Company agreed to sell to Metro all of the shares of common stock of S&G Holdings, Inc., a Tennessee corporation doing business as High Five Entertainment owned by the Company, which constitute 75% of the issued and outstanding shares of S&G. Pursuant to current accounting guidelines, the business component is reported as a discontinued operations.

Pursuant to the Agreement, at the closing of the Transaction, the Company was to deliver to Metro 100% of the issued and outstanding shares of common stock of S&G owned by the Company, and Metro was required to pay for such stock as follows: An initial payment of $10,000 was required to be made at the closing, and thereafter, at the end of each fiscal quarter, beginning at the end the third fiscal quarter of 2017, Metro shall pay the Company 5% of gross revenues collected during the quarter by Metro via the exploitation of S&G's assets, up to a lifetime maximum of $590,000.

The Agreement requires Metro to use its best professional efforts to generate revenue from the exploitation of S&G's assets, and if the Company has not received a total of at least $265,000 of the $590,000 lifetime maximum purchase price from Metro before July 1, 2022, the Company has the right to repurchase the stock and assets of the S&G from Metro for $10,000.

The Company recognized a gain on the sale of S&G of $57,000 consisting of the assumption by the buyer of the net liabilities of S&G of $236,000 offsets by the elimination of the non-controlling interest of S&G of $189,000 and the purchase price consideration of $10,000. The remainder of the purchase price will be recognized when collectability can be determined.

Note 10 - Subsequent Events

Evolution AI Corporation Share Exchange Agreement

On June 13, 2018, we entered into the Share Exchange Agreement (the "Exchange Agreement") with Evolution AI Corporation ("EAI"), a privately held Florida corporation, and its shareholders pursuant to which we intend to acquire 100% of the issued and outstanding shares of common stock of EAI. Upon closing of the transaction, EAI will become our wholly owned subsidiary.

To effectuate the transaction, shareholders of EAI will deliver to the Company an aggregate of 31,645,000 shares of EAI common stock, representing 100% of the issued and outstanding EAI common stock. In exchange for such shares, we agreed to deliver to the EAI shareholders 12.64 shares of our common stock (the "Exchange Shares") for each share of EAI common stock, or an aggregate of approximately 400,000,000 shares of our common stock, subject to adjustment based on the 10-day average closing price of our common stock, as quoted on the OTC Market's OTCQB tier, for the 10-day period immediately prior to the closing day, as necessary for us to deliver a target valuation of exchange consideration equal to $200 million. Notwithstanding the foregoing, the EAI shareholders have agreed that the average price to be used in determining the final exchange consideration shall be based on a maximum closing stock price of $0.60 per share and a minimum closing stock price of $0.40 per share, such that the minimum and maximum number of Exchange Shares payable in the aggregate to the EAI shareholders shall be 333,333,000 shares and 500,000,000 shares, respectively.

It was originally anticipated that we would hold the initial closing of the transaction upon receipt of the consent of at least 90% of the outstanding shares of EAI (the "Initial Closing"), and no later than June 30, 2018, with additional closings up to 30 days thereafter as necessary to acquire the approval of any remaining outstanding EAI shares.

The Exchange Agreement may be terminated by each of the EAI shareholders or the Company (i) if the Initial Closing has not occurred by June 30, 2018; (ii) if the transaction is not approved by the requisite number of the outstanding shares of EAI common stock, unless a lesser number is agreed to by the Company; or (iii) if certain customary closing conditions have not been satisfied.

Under the terms of the Exchange Agreement, the Company has agreed to register the Exchange Shares. Holders of EAI common stock have agreed to enter into lock-up agreements limiting the amount of open market sales of the Exchange Shares to an amount, during the immediate six months following the closing of the transaction, not to exceed 10% of the average weekly trading volume of the Company's common stock. These lock-up agreements shall not preclude the EAI shareholders from selling the Exchange Shares in block transactions through a qualified investment bank which is either selected or approved by the Company.

Series X Preferred Stock

On August 6, 2018, we amended our Articles of Incorporation as filed with the Secretary of State of the State of Florida to designate the Series X Convertible Preferred Stock, par value $0.0001 per share (the "Series X Preferred Stock"), as a series of preferred stock of the Company. 1,000,000 shares of Series X Preferred Stock are authorized.

Holders of shares of Series X Preferred Stock (each, a "Series X Holder") are entitled to receive dividends and distributions as and when paid on the shares of our common stock, on an as-converted basis, assuming that such shares of Series X Preferred Stock had been converted into shares of common stock, as described below, immediately prior to the payment of such dividend or distribution. Series X Holders are also entitled to vote on an as converted basis with the shares of our common stock, and voting with the common stock as one class, assuming that such shares of Series X Preferred Stock had been converted into shares of common stock immediately prior to the record date for such vote. The Series X Preferred Stock does not have any preferences in the event of any liquidation, dissolution or winding up of the Company, either voluntarily or involuntarily, a merger or consolidation of the Company wherein the Company is not the surviving entity, or a sale of all or substantially all of our assets (each, a "Liquidation Event"), but will participate with the common stock on any distributions made to the common stock in connection with any Liquidation Event on an as converted basis, assuming that such shares of Series X Preferred Stock had been converted into shares of common stock immediately prior to the payment of such dividend or distribution.

Shares of Series X Preferred Stock are not currently convertible into common stock, however each share of Series X Preferred Stock will automatically convert into shares of common stock upon the effectiveness of an amendment to our Articles of Incorporation following the date of the issuance of any shares of Series X Preferred Stock (the "Issuance Date") which effects a reverse stock split of our common stock or increases the authorized shares of our common stock, or a combination thereof, by an amount sufficient to enable the conversion of all issued and outstanding shares of Series X Preferred Stock. Each whole share of Series X Preferred Stock then issued and outstanding shall, automatically and without any further action of any Series X Holder, convert into 450 shares of our common stock, with any fractional shares of Series X Stock being converted into a proportionate number of shares of our common stock, and with any fractional shares of common stock issuable as a result of such conversion being rounded up to the next nearest whole share of common stock. No Series X Holder will have any right to voluntarily effect conversions of the Series X Preferred Stock.

In the event of any forward or reverse split of the common stock following the Issuance Date, the conversion ratios as set forth above will be proportionately and equitably adjusted automatically. In the event that at any time or from time to time after the Issuance Date, the common stock issuable upon the conversion of the Series X Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, then and in each such event each Series X Holder will have the right upon conversion to receive the kind and amount of shares of stock and other securities, cash and property receivable upon such recapitalization, reclassification or other change, by holders of the number of shares of common stock which the Series X Holder would have received had it converted such shares immediately prior to such recapitalization, reclassification or other change, at the conversion ratio then in effect. If at any time or from time to time after the Issuance Date there is a capital reorganization of our common stock then, as a part of such reorganization, provisions shall be made so that the Series X Holders will be entitled to receive upon conversion of their shares of Series X Preferred Stock the number of shares of stock or other securities or property to which a holder of the number of shares of common stock deliverable upon conversion would have been entitled to receive had the Series X Holder converted such shares immediately prior to such capital reorganization, at the conversion ratio then in effect.

Shares of Series X Preferred Stock converted into common stock may not be reissued by the Company and no fractional shares or scrip representing fractional shares of common stock will be issued upon the conversion of the Series X Preferred Stock. As to any fraction of a share of common stock as to which a Series X Holder would otherwise be entitled upon such conversion, we will round such fractional share of common stock up to the next whole share of common stock.

The issuance of shares on conversion of the Series X Preferred Stock shall be made without charge to any Series X Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Series X Conversion Shares, which shall be paid by us.

Closing Share Exchange Agreement

On August 8, 2018, the Company entered into the Closing Share Exchange Agreement and Joinder (the "Closing Agreement") dated August 8, 2018 by and among the Company, EAI and the shareholders of EAI (the "EIA Shareholders"), which operated to amend the Exchange Agreement in certain respects and to provide for the closing of the transactions contemplated therein.

Pursuant to the terms of the Closing Agreement, the Company agreed to acquire up to all of the issued and outstanding shares of common stock of EAI, representing 100% of EAI's issued and outstanding shares of stock, from the EAI Shareholders in exchange for the issuance of one share of the Company's Series X preferred stock (the "Series X Stock") for each 31.645 shares of EAI common stock issued and outstanding, with any fractional shares of Series X Stock issuable therefore being rounded to the nearest whole shares of Series X Stock (the "Exchange"), such that an aggregate of 1,000,000 shares of Series X Stock shall be issued for 100% of the issued and outstanding shares of stock of EAI, with each whole share of Series X Stock originally being convertible into 450 shares of the Company's common stock, resulting in an aggregate of 450,000,000 shares of Company common stock issuable upon conversion of all of the Series X Stock (prior to any adjustments as set forth in the Closing Agreement). As a result of the Exchange, EAI became a majority owned subsidiary of the Company. As of the closing date, the Company owned approximately 99.7% of EAI's outstanding shares. The parties intend that the Exchange will qualify as a reorganization under the provisions of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended. The Exchange closed on August 8, 2018.

Pursuant to the terms of the Closing Agreement, all but one of those EAI Shareholders that did not sign, and were not parties to, the Exchange Agreement became parties to the Closing Agreement upon execution of the Closing Agreement, as though original parties to the Exchange Agreement.

Following the closing of the Exchange, the Company intends to complete a reverse stock split of the Company's common stock on such terms as determined by the Company's board of directors, currently contemplated to be a 1-for-25 reverse stock split, pursuant to which each 25 issued and outstanding shares of Company common stock will be exchanged and combined into one new share of Company common stock, with any resulting fractional shares to be rounded up the nearest whole share of common stock, and with the authorized shares of Company common stock not being adjusted (the "Reverse Split"). Assuming that the Reverse Split is consummated at the currently contemplated 1-for-25 structure, and assuming that the Series X Stock has not been converted into Company common stock prior to the Reverse Split occurring, following the Reverse Split each share of Series X Stock will be convertible into 0.5688 shares of Company common stock.

In the Closing Agreement, the parties acknowledge and agree that the Company did not have, as of the closing date of the Exchange, sufficient shares of Company common stock authorized to enable conversion of all of the shares of Series X Stock issued in the Exchange. Following the closing, in the event that following the Reverse Split, the Company still does not have sufficient shares of common stock authorized so as to enable the conversion of all of the shares of Series X Stock to be issued hereunder, the Company will use its commercially reasonable efforts to effect an amendment of the Company's articles of incorporation to increase the authorized shares of common stock. The conversion of the Series X Stock into common stock will occur automatically upon such an authorized share increase.

Pursuant to the terms of the Closing Agreement, in any vote of the Company's shareholders required to effect the Reverse Split or an authorized share increase, the EAI Shareholders agreed to vote all shares of Company common stock and Series X Stock held by them "for" approval of the Reverse Split, the authorized share increase and any amendments of the Company's articles as required in connection therewith.

The Company also agreed to use its commercially reasonable efforts to register shares of the Company's common stock issued upon conversion of the Series X Stock upon completion of the authorized share increase in an amount not to exceed 30% of the total outstanding shares of stock, or such amount as the SEC requires in order to qualify as a re-sale registration, to be apportioned among the EAI Shareholders pro rata.

In the Closing Agreement, the parties agreed that immediately following the closing of the Exchange, Alexander Bafer, the Company's Chief Executive Officer and Chairman of the Board, would resign as Chief Executive Officer and be appointed as the Company's Executive Chairman of the Board. In addition, John Textor would be named as Chief Executive Officer and a member of the board of directors.

The Closing Agreement contains customary representations and warranties that the parties have made to each other.

Voting Agreement

In connection with the closing of the Exchange, Messrs. Textor and Bafer entered into a Voting Agreement as of August 8, 2018 (the "Voting Agreement"), pursuant to which Messrs. Textor and Bafer agreed to vote all shares of the Company's capital stock held by them (the "Textor and Bafer Shares") as follows:

1. **Size of the Company's Board.** Messrs. Textor and Bafer agreed to vote their Textor and Bafer Shares to ensure that the size of the Company's board of directors remains at five directors unless or until Messrs. Textor and Bafer unanimously determine to increase the size of the board.

2. **Board Composition.** Messrs. Textor and Bafer agreed to vote their Textor and Bafer Shares to ensure, unless otherwise agreed in writing, that at each annual or special meeting of the shareholders or pursuant to any written consent of the shareholders, the following persons will be elected to the board: Mr. Bafer, Mr. Textor, Bradley Albert, Frank Esposito and Justin Morris.

3. **Availability of Board Member; Expansion of Board.** In the event that any person listed in #2 above is not available to serve as a director, Messrs. Textor and Bafer agreed to amend the Voting Agreement to replace such person(s) with replacement directors; provided, however, that if Mr. Bafer is the person who is unavailable, then Mr. Bafer will identify the replacement person alone, and if Mr. Textor is the person who is unavailable, then Mr. Textor will identify the replacement person alone. In addition, if the board size is increased, it will be increased to a total of seven directors, of whom Mr. Textor will have the right, but not the obligation, to name, with the advice and consent of Mr. Bafer, and Messrs. Bafer and Textor agree to vote their Textor and Bafer Shares for such additional persons.

4. **Removal of Board Members.** Messrs. Textor and Bafer agreed to vote their Textor and Bafer Shares to ensure that (a) no director elected pursuant to the terms of the Voting Agreement may be removed from office other than for cause unless such removal is director or approved by the agreement of Messrs. Textor and Bafer, and (b) any vacancies created by the resignation, removal of deal of any director elected pursuant to the terms of the Voting Agreement will be filled pursuant to the written agreement of Messrs. Textor and Bafer.

5. **Increase Authorized Common Stock.** Messrs. Textor and Bafer agreed to vote their Textor and Bafer Shares to increase the number of authorized shares of Company common stock from time to time to ensure that there will be sufficient shares of common stock available for conversion of all of the shares of Series X preferred shares outstanding at any given time.

Brick Top and Southfork Share Exchange Agreement

Effective August 8, 2018, the Company entered into a Share Exchange Agreement (the "BTH and SV Exchange Agreement") with Brick Top Holdings, Inc. a Florida corporation ("Brick Top") owned by Alexander Bafer and Southfork Ventures, Inc. a Florida corporation ("Southfork") owned by Chris Leone, the Company's Chief Operating Officer and Director, pursuant to which the Company agreed to acquire up to all of the shares of Series A preferred stock of the Company held by Brick Top and Southfork, in exchange for the issuance of shares of Company common stock to Brick Top and Southfork. The closing of the share exchange contemplated by the BTH and SV Exchange Agreement occurred on August 8, 2018. On such date, the Company issued (i) 81,750,000 shares of Company common stock in exchange for receipt of 3,750,000 shares of Series A preferred shares from Brick Top, and (ii) 27,250,000 shares of Company common stock in exchange for receipt of 1,250,000 shares of Series A preferred shares from Southfork.

The BTH and SV Exchange Agreement contains customary representations and warranties that the parties have made to each other.

The information set forth above is qualified in its entirety by reference to the actual terms of the Closing Agreement, the Voting Agreement and the BTH and SV Share Exchange Agreement, each of which will be filed with the Securities and Exchange Commission (the "Commission") as required.

Executive Officer and Director Changes

Immediately following the closing of the Exchange on August 8, 2018, Mr. Bafer resigned as the Company's Chief Executive Officer and was appointed as the Company's Executive Chairman, an executive officer and director position. Also on August 8, 2018, Mr. Textor was named as the Company's Chief Executive Officer and a member of the Company's board of directors. Accordingly, immediately following the closing of the Exchange, the executive officers of the Company were as follows:

Name	Title
John Textor	Chief Executive Officer
Bradley Albert	President and Chief Creative Officer
Alexander Bafer	Executive Chairman
Frank Esposito	Chief Legal Officer
Justin Morris	Chief Operating Officer

and the Company's board of directors consisted of the following individuals:

John Textor
Bradley Albert
Alexander Bafer (Chairman of the Board)
Frank Esposito
Justin Morris

Textor Employment Agreement

In connection with the closing of the Exchange, the Company entered into an employment agreement as of August 8, 2018 with Mr. Textor (the "Textor Employment Agreement"). Pursuant to the terms of the Textor Employment Agreement, the Company agreed to employ Mr. Textor as the Company's Chief Executive Officer. The term of the Textor Employment Agreement begins as of August 8, 2018 and continues until termination of employment as set forth in the Textor Employment Agreement. In exchange for Mr. Textor's services as Chief Executive Officer, the Company agreed to pay Mr. Textor an annual base salary of $500,000, subject to annual increases as determined in the sole discretion of the Compensation Committee or the full Board if no Compensation Committee exists. In addition, Mr. Textor is also eligible to receive equity awards, and an annual target bonus payment equal, as a percentage of his base salary, to that received by all other C-suite executives, subject to a minimum bonus of $100,000 per year. Subject to the minimum bonus, the bonus will be determined based on the achievement of certain performance objectives of the Company as established by the Compensation Committee.

The Company may terminate Mr. Textor's employment at any time for Cause (as hereinafter defined) or without Cause. Mr. Textor may resign at any time, either with Good Reason (as hereinafter defined) or without Good Reason. In the event of Mr. Textor's death or total disability during the term of the Textor Employment Agreement, Mr. Textor's employment will terminate on the date of death or total disability.

Upon termination of Mr. Textor's employment by the Company, whether with Cause or without Cause, or by Mr. Textor with Good Reason or without Good Reason:

(a) The Company will pay Mr. Textor his base salary and benefits (then owed, or accrued and owed in the future, but in all events and without increasing Mr. Textor's rights under any other provision of the Textor Employment Agreement, excluding any bonus payments not yet paid) through the date of termination;

(b) The Company will pay Mr. Textor accrued by unpaid bonus and benefits (then owed or accrued) through the date of termination; and

(c) The Company will pay Mr. Textor any unreimbursed expenses incurred by Mr. Textor pursuant to the terms of the Textor Employment Agreement.

Upon termination of Mr. Textor's employment by the Company without Cause, or by Mr. Textor with Good Reason, in addition to the payments set forth in (a) through (c) above, the Company will pay Mr. Textor (i) an amount equal to his base salary (other than bonus) as determined as of the date of termination, and (ii) any unvested incentive awards then held by Mr. Textor will immediately vest in full.

Upon termination of Mr. Textor's employment by the Company with Cause, or by Mr. Textor without Good Reason, in addition to the payments set forth in (a) through (c) above, any unvested incentive awards then held by Mr. Textor will be immediately forfeited.

Pursuant to the terms of the Textor Employment Agreement, a termination for "Cause" means a termination based upon:

(i) A material violation by Mr. Textor of any material written rule or policy of the Company (A) for which violation any employee may be terminated pursuant to the written policies of the Company reasonably applicable to an executive employee, and (B) which Mr. Textor fails to correct within 10 days after he receives written notice from the Board of such violation;

(ii) Misconduct by Mr. Textor to the material and demonstrable detriment of the Company; or

(iii) Mr. Textor's conviction (by a court of competent jurisdiction, not subject to further appeal) of, or pleading guilty to, a felony.

As used in the Textor Employment Agreement, Good Reason means the occurrence, without Mr. Textor's express written consent, of any of the following:

(1) A significant diminution by the Company of Mr. Textor's role with the Company or a significant detrimental change in the nature and/or scope of Mr. Textor's status with the Company (including a diminution in title);

(2) A reduction in base salary or target or maximum bonus, other than as part of an across the board reduction in salaries of management personnel (including all vice presidents and positions above) of less than 20%;

(3) At any time following a change of control of the Company, a material diminution by the Company of compensation and benefits (taken as a whole) provided to Mr. Textor immediately prior to a Change of Control;

(4) The relocation of Mr. Textor's principal executive office to a location more than 50 miles further from Mr. Textor's principal residence than Mr. Textor's principal executive office immediately prior to such relocation, or any requirement that Mr. Textor be based anywhere other than Mr. Textor's principal executive office; or

(5) Any other material breach by the Company of any of the terms and conditions of the Textor Employment Agreement.

The Textor Employment Agreement contains covenants regarding Mr. Textor's non-competition and non-solicitation of employees for 12 months.

Bafer Termination and Release Agreement

Concurrent with the closing of the Exchange, the Company and Mr. Bafer entered into that certain Termination and Release Agreement dated as of August 8, 2018 (the "Bafer Termination Agreement"). In connection with the Exchange and as provided in the Closing Agreement, Mr. Bafer resigned his position as Chief Executive Officer on August 8, 2018. Pursuant to the terms of the Bafer Termination Agreement, the employment agreement dated as of July 25, 2016 between the Company and Mr. Bafer (the "2016 Bafer Agreement") was terminated effective immediately in connection with Mr. Bafer's resignation; provided, however, that (i) the provisions of Article 4 and Article 6 (other than Sections 6.7 and 6.8) remain in full force and effect, and (ii) the parties agreed that the Company owes Mr. Bafer certain past due payments pursuant to the 2016 Bafer Agreement and other instruments between the parties, which amounts remain owed to Mr. Bafer until paid. The Bafer Termination Agreement contains customary representations and warranties that the Company and Mr. Bafer have made to each other.

Bafer Executive Chairman Agreement

Concurrent with the closing of the Exchange, the Company entered into an Agreement for Executive Chairman of Board of Directors effective August 8, 2018 ("Bafer Executive Chairman Agreement"). The Bafer Executive Chairman Agreement has a term of one year from August 8, 2018 and will continue thereafter for as long as Mr. Bafer is elected as Chairman of the Board. In exchange for Mr. Bafer's services as Chairman of the Board, the Company agreed to pay Mr. Bafer an annual base salary of $500,000, subject to annual increases as determined in the sole discretion of the Compensation Committee or the full Board if no Compensation Committee exists. In addition, Mr. Bafer is also eligible to receive equity awards, and an annual target bonus payment equal, as a percentage of his base salary, to that received by all other C-suite executives, subject to a minimum bonus of $100,000 per year. Subject to the minimum bonus, the bonus will be determined based on the achievement of certain performance objectives of the Company as established by the Compensation Committee.

Mr. Bafer may be removed as Chairman by the majority vote of the Company's stockholders. The parties agree, however, that if the Bafer Executive Chairman Agreement is terminated at any time, whether by majority vote of the Company's shareholders or otherwise, Mr. Bafer will be entitled to a lump sum payment equal to the then current base salary.

Termination of Bafer Employment Agreement

Concurrent with the closing of the Exchange and Mr. Bafer's resignation as Chief Executive Officer, the 2016 Bafer Agreement was terminated effective immediately, except as set forth in the Bafer Termination Agreement.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Unless otherwise indicated, references in this Quarterly Report on Form 10-Q to "we," "us," "our" and the "Company" are to Recall Studios, Inc. and its subsidiaries, unless the context requires otherwise. The following discussion and analysis by our management of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated interim financial statements and the accompanying related notes included in this Quarterly Report on Form 10-Q and our audited financial statements and related notes and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2017, as filed with the Securities and Exchange Commission.

Overview

We have been recognized as an award-winning feature film and television specials production company. Through recent corporate restructurings, as discussed herein, we have re-oriented to the technology side of the burgeoning Augmented Reality ("AR") and Virtual Reality ("VR") markets.

We acquired a wholly owned subsidiary, Recall Studios, Inc., in July 2016 ("Recall Studios"). Using Recall Studios' talent and technology, we focus on advancing VR and AR technologies and have two patents pending to create content and immersive, non-liner experiences, filling the demand attendant to the increased production of VR viewing devices absent a corresponding increase in content production.

Recent Developments

Evolution AI Corporation Share Exchange Agreement

On June 13, 2018, we entered into the Share Exchange Agreement (the "Exchange Agreement") with Evolution AI Corporation ("EAI"), a privately held Florida corporation, and its shareholders pursuant to which we intend to acquire 100% of the issued and outstanding shares of common stock of EAI. Upon closing of the transaction, EAI will become our wholly owned subsidiary.

To effectuate the transaction, shareholders of EAI will deliver to the Company an aggregate of 31,645,000 shares of EAI common stock, representing 100% of the issued and outstanding EAI common stock. In exchange for such shares, we agreed to deliver to the EAI shareholders 12.64 shares of our common stock (the "Exchange Shares") for each share of EAI common stock, or an aggregate of approximately 400,000,000 shares of our common stock, subject to adjustment based on the 10-day average closing price of our common stock, as quoted on the OTC Market's OTCQB tier, for the 10-day period immediately prior to the closing day, as necessary for us to deliver a target valuation of exchange consideration equal to $200 million. Notwithstanding the foregoing, the EAI shareholders have agreed that the average price to be used in determining the final exchange consideration shall be based on a maximum closing stock price of $0.60 per share and a minimum closing stock price of $0.40 per share, such that the minimum and maximum number of Exchange Shares payable in the aggregate to the EAI shareholders shall be 333,333,000 shares and 500,000,000 shares, respectively.

It was originally anticipated that we would hold the initial closing of the transaction upon receipt of the consent of at least 90% of the outstanding shares of EAI (the "Initial Closing"), and no later than June 30, 2018, with additional closings up to 30 days thereafter as necessary to acquire the approval of any remaining outstanding EAI shares.

The Exchange Agreement may be terminated by each of the EAI shareholders or the Company (i) if the Initial Closing has not occurred by June 30, 2018; (ii) if the transaction is not approved by the requisite number of the outstanding shares of EAI common stock, unless a lesser number is agreed to by the Company; or (iii) if certain customary closing conditions have not been satisfied.

Under the terms of the Exchange Agreement, the Company has agreed to register the Exchange Shares. Holders of EAI common stock have agreed to enter into lock-up agreements limiting the amount of open market sales of the Exchange Shares to an amount, during the immediate six months following the closing of the transaction, not to exceed 10% of the average weekly trading volume of the Company's common stock. These lock-up agreements shall not preclude the EAI shareholders from selling the Exchange Shares in block transactions through a qualified investment bank which is either selected or approved by the Company.

Series X Preferred Stock

On August 6, 2018, we amended our Articles of Incorporation as filed with the Secretary of State of the State of Florida to designate the Series X Convertible Preferred Stock, par value $0.0001 per share (the "Series X Preferred Stock"), as a series of preferred stock of the Company. 1,000,000 shares of Series X Preferred Stock are authorized.

Holders of shares of Series X Preferred Stock (each, a "Series X Holder") are entitled to receive dividends and distributions as and when paid on the shares of our common stock, on an as-converted basis, assuming that such shares of Series X Preferred Stock had been converted into shares of common stock, as described below, immediately prior to the payment of such dividend or distribution. Series X Holders are also entitled to vote on an as converted basis with the shares of our common stock, and voting with the common stock as one class, assuming that such shares of Series X Preferred Stock had been converted into shares of common stock immediately prior to the record date for such vote. The Series X Preferred Stock does not have any preferences in the event of any liquidation, dissolution or winding up of the Company, either voluntarily or involuntarily, a merger or consolidation of the Company wherein the Company is not the surviving entity, or a sale of all or substantially all of our assets (each, a "Liquidation Event"), but will participate with the common stock on any distributions made to the common stock in connection with any Liquidation Event on an as converted basis, assuming that such shares of Series X Preferred Stock had been converted into shares of common stock immediately prior to the payment of such dividend or distribution.

Shares of Series X Preferred Stock are not currently convertible into common stock, however each share of Series X Preferred Stock will automatically convert into shares of common stock upon the effectiveness of an amendment to our Articles of Incorporation following the date of the issuance of any shares of Series X Preferred Stock (the "Issuance Date") which effects a reverse stock split of our common stock or increases the authorized shares of our common stock, or a combination thereof, by an amount sufficient to enable the conversion of all issued and outstanding shares of Series X Preferred Stock. Each whole share of Series X Preferred Stock then issued and outstanding shall, automatically and without any further action of any Series X Holder, convert into 450 shares of our common stock, with any fractional shares of Series X Stock being converted into a proportionate number of shares of our common stock, and with any fractional shares of common stock issuable as a result of such conversion being rounded up to the next nearest whole share of common stock. No Series X Holder will have any right to voluntarily effect conversions of the Series X Preferred Stock.

In the event of any forward or reverse split of the common stock following the Issuance Date, the conversion ratios as set forth above will be proportionately and equitably adjusted automatically. In the event that at any time or from time to time after the Issuance Date, the common stock issuable upon the conversion of the Series X Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, then and in each such event each Series X Holder will have the right upon conversion to receive the kind and amount of shares of stock and other securities, cash and property receivable upon such recapitalization, reclassification or other change, by holders of the number of shares of common stock which the Series X Holder would have received had it converted such shares immediately prior to such recapitalization, reclassification or other change, at the conversion ratio then in effect. If at any time or from time to time after the Issuance Date there is a capital reorganization of our common stock then, as a part of such reorganization, provisions shall be made so that the Series X Holders will be entitled to receive upon conversion of their shares of Series X Preferred Stock the number of shares of stock or other securities or property to which a holder of the number of shares of common stock deliverable upon conversion would have been entitled to receive had the Series X Holder converted such shares immediately prior to such capital reorganization, at the conversion ratio then in effect.

Shares of Series X Preferred Stock converted into common stock may not be reissued by the Company and no fractional shares or scrip representing fractional shares of common stock will be issued upon the conversion of the Series X Preferred Stock. As to any fraction of a share of common stock as to which a Series X Holder would otherwise be entitled upon such conversion, we will round such fractional share of common stock up to the next whole share of common stock.

The issuance of shares on conversion of the Series X Preferred Stock shall be made without charge to any Series X Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Series X Conversion Shares, which shall be paid by us.

Closing Share Exchange Agreement

On August 8, 2018, the Company entered into the Closing Share Exchange Agreement and Joinder (the "Closing Agreement") dated August 8, 2018 by and among the Company, EAI and the shareholders of EAI (the "EIA Shareholders"), which operated to amend the Exchange Agreement in certain respects and to provide for the closing of the transactions contemplated therein.

Pursuant to the terms of the Closing Agreement, the Company agreed to acquire up to all of the issued and outstanding shares of common stock of EAI, representing 100% of EAI's issued and outstanding shares of stock, from the EAI Shareholders in exchange for the issuance of one share of the Company's Series X preferred stock (the "Series X Stock") for each 31.645 shares of EAI common stock issued and outstanding, with any fractional shares of Series X Stock issuable therefore being rounded to the nearest whole shares of Series X Stock (the "Exchange"), such that an aggregate of 1,000,000 shares of Series X Stock shall be issued for 100% of the issued and outstanding shares of stock of EAI, with each whole share of Series X Stock originally being convertible into 450 shares of the Company's common stock, resulting in an aggregate of 450,000,000 shares of Company common stock issuable upon conversion of all of the Series X Stock (prior to any adjustments as set forth in the Closing Agreement). As a result of the Exchange, EAI became a majority owned subsidiary of the Company. As of the closing date, the Company owned approximately 99.7% of EAI's outstanding shares. The parties intend that the Exchange will qualify as a reorganization under the provisions of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended. The Exchange closed on August 8, 2018.

Pursuant to the terms of the Closing Agreement, all but one of those EAI Shareholders that did not sign, and were not parties to, the Exchange Agreement became parties to the Closing Agreement upon execution of the Closing Agreement, as though original parties to the Exchange Agreement.

Following the closing of the Exchange, the Company intends to complete a reverse stock split of the Company's common stock on such terms as determined by the Company's board of directors, currently contemplated to be a 1-for-25 reverse stock split, pursuant to which each 25 issued and outstanding shares of Company common stock will be exchanged and combined into one new share of Company common stock, with any resulting fractional shares to be rounded up the nearest whole share of common stock, and with the authorized shares of Company common stock not being adjusted (the "Reverse Split"). Assuming that the Reverse Split is consummated at the currently contemplated 1-for-25 structure, and assuming that the Series X Stock has not been converted into Company common stock prior to the Reverse Split occurring, following the Reverse Split each share of Series X Stock will be convertible into 0.5688 shares of Company common stock.

In the Closing Agreement, the parties acknowledge and agree that the Company did not have, as of the closing date of the Exchange, sufficient shares of Company common stock authorized to enable conversion of all of the shares of Series X Stock issued in the Exchange. Following the closing, in the event that following the Reverse Split, the Company still does not have sufficient shares of common stock authorized so as to enable the conversion of all of the shares of Series X Stock to be issued hereunder, the Company will use its commercially reasonable efforts to effect an amendment of the Company's articles of incorporation to increase the authorized shares of common stock. The conversion of the Series X Stock into common stock will occur automatically upon such an authorized share increase.

Pursuant to the terms of the Closing Agreement, in any vote of the Company's shareholders required to effect the Reverse Split or an authorized share increase, the EAI Shareholders agreed to vote all shares of Company common stock and Series X Stock held by them "for" approval of the Reverse Split, the authorized share increase and any amendments of the Company's articles as required in connection therewith.

The Company also agreed to use its commercially reasonable efforts to register shares of the Company's common stock issued upon conversion of the Series X Stock upon completion of the authorized share increase in an amount not to exceed 30% of the total outstanding shares of stock, or such amount as the SEC requires in order to qualify as a re-sale registration, to be apportioned among the EAI Shareholders pro rata.

In the Closing Agreement, the parties agreed that immediately following the closing of the Exchange, Alexander Bafer, the Company's Chief Executive Officer and Chairman of the Board, would resign as Chief Executive Officer and be appointed as the Company's Executive Chairman of the Board. In addition, John Textor would be named as Chief Executive Officer and a member of the board of directors.

The Closing Agreement contains customary representations and warranties that the parties have made to each other.

Voting Agreement

In connection with the closing of the Exchange, Messrs. Textor and Bafer entered into a Voting Agreement as of August 8, 2018 (the "Voting Agreement"), pursuant to which Messrs. Textor and Bafer agreed to vote all shares of the Company's capital stock held by them (the "Textor and Bafer Shares") as follows:

6. **Size of the Company's Board.** Messrs. Textor and Bafer agreed to vote their Textor and Bafer Shares to ensure that the size of the Company's board of directors remains at five directors unless or until Messrs. Textor and Bafer unanimously determine to increase the size of the board.

7. **Board Composition.** Messrs. Textor and Bafer agreed to vote their Textor and Bafer Shares to ensure, unless otherwise agreed in writing, that at each annual or special meeting of the shareholders or pursuant to any written consent of the shareholders, the following persons will be elected to the board: Mr. Bafer, Mr. Textor, Bradley Albert, Frank Esposito and Justin Morris.

8. **Availability of Board Member; Expansion of Board.** In the event that any person listed in #2 above is not available to serve as a director, Messrs. Textor and Bafer agreed to amend the Voting Agreement to replace such person(s) with replacement directors; provided, however, that if Mr. Bafer is the person who is unavailable, then Mr. Bafer will identify the replacement person alone, and if Mr. Textor is the person who is unavailable, then Mr. Textor will identify the replacement person alone. In addition, if the board size is increased, it will be increased to a total of seven directors, of whom Mr. Textor will have the right, but not the obligation, to name, with the advice and consent of Mr. Bafer, and Messrs. Bafer and Textor agree to vote their Textor and Bafer Shares for such additional persons.

9. **Removal of Board Members.** Messrs. Textor and Bafer agreed to vote their Textor and Bafer Shares to ensure that (a) no director elected pursuant to the terms of the Voting Agreement may be removed from office other than for cause unless such removal is director or approved by the agreement of Messrs. Textor and Bafer, and (b) any vacancies created by the resignation, removal of deal of any director elected pursuant to the terms of the Voting Agreement will be filled pursuant to the written agreement of Messrs. Textor and Bafer.

10. **Increase Authorized Common Stock.** Messrs. Textor and Bafer agreed to vote their Textor and Bafer Shares to increase the number of authorized shares of Company common stock from time to time to ensure that there will be sufficient shares of common stock available for conversion of all of the shares of Series X preferred shares outstanding at any given time.

Brick Top and Southfork Share Exchange Agreement

Effective August 8, 2018, the Company entered into a Share Exchange Agreement (the "BTH and SV Exchange Agreement") with Brick Top Holdings, Inc. a Florida corporation ("Brick Top") owned by Alexander Bafer and Southfork Ventures, Inc. a Florida corporation ("Southfork") owned by Chris Leone, the Company's Chief Operating Officer and Director, pursuant to which the Company agreed to acquire up to all of the shares of Series A preferred stock of the Company held by Brick Top and Southfork, in exchange for the issuance of shares of Company common stock to Brick Top and Southfork. The closing of the share exchange contemplated by the BTH and SV Exchange Agreement occurred on August 8, 2018. On such date, the Company issued (i) 81,750,000 shares of Company common stock in exchange for receipt of 3,750,000 shares of Series A preferred shares from Brick Top, and (ii) 27,250,000 shares of Company common stock in exchange for receipt of 1,250,000 shares of Series A preferred shares from Southfork.

The BTH and SV Exchange Agreement contains customary representations and warranties that the parties have made to each other.

The information set forth above is qualified in its entirety by reference to the actual terms of the Closing Agreement, the Voting Agreement and the BTH and SV Share Exchange Agreement, each of which will be filed with the Securities and Exchange Commission (the "Commission") as required.

Executive Officer and Director Changes

Immediately following the closing of the Exchange on August 8, 2018, Mr. Bafer resigned as the Company's Chief Executive Officer and was appointed as the Company's Executive Chairman, an executive officer and director position. Also on August 8, 2018, Mr. Textor was named as the Company's Chief Executive Officer and a member of the Company's board of directors. Accordingly, immediately following the closing of the Exchange, the executive officers of the Company were as follows:

Name	Title
John Textor	Chief Executive Officer
Bradley Albert	President and Chief Creative Officer
Alexander Bafer	Executive Chairman
Frank Esposito	Chief Legal Officer
Justin Morris	Chief Operating Officer

and the Company's board of directors consisted of the following individuals:

John Textor
Bradley Albert
Alexander Bafer (Chairman of the Board)
Frank Esposito
Justin Morris

Textor Employment Agreement

In connection with the closing of the Exchange, the Company entered into an employment agreement as of August 8, 2018 with Mr. Textor (the "Textor Employment Agreement"). Pursuant to the terms of the Textor Employment Agreement, the Company agreed to employ Mr. Textor as the Company's Chief Executive Officer. The term of the Textor Employment Agreement begins as of August 8, 2018 and continues until termination of employment as set forth in the Textor Employment Agreement. In exchange for Mr. Textor's services as Chief Executive Officer, the Company agreed to pay Mr. Textor an annual base salary of $500,000, subject to annual increases as determined in the sole discretion of the Compensation Committee or the full Board if no Compensation Committee exists. In addition, Mr. Textor is also eligible to receive equity awards, and an annual target bonus payment equal, as a percentage of his base salary, to that received by all other C-suite executives, subject to a minimum bonus of $100,000 per year. Subject to the minimum bonus, the bonus will be determined based on the achievement of certain performance objectives of the Company as established by the Compensation Committee.

The Company may terminate Mr. Textor's employment at any time for Cause (as hereinafter defined) or without Cause. Mr. Textor may resign at any time, either with Good Reason (as hereinafter defined) or without Good Reason. In the event of Mr. Textor's death or total disability during the term of the Textor Employment Agreement, Mr. Textor's employment will terminate on the date of death or total disability.

Upon termination of Mr. Textor's employment by the Company, whether with Cause or without Cause, or by Mr. Textor with Good Reason or without Good Reason:

(d) The Company will pay Mr. Textor his base salary and benefits (then owed, or accrued and owed in the future, but in all events and without increasing Mr. Textor's rights under any other provision of the Textor Employment Agreement, excluding any bonus payments not yet paid) through the date of termination;

(e) The Company will pay Mr. Textor accrued by unpaid bonus and benefits (then owed or accrued) through the date of termination; and

(f) The Company will pay Mr. Textor any unreimbursed expenses incurred by Mr. Textor pursuant to the terms of the Textor Employment Agreement.

Upon termination of Mr. Textor's employment by the Company without Cause, or by Mr. Textor with Good Reason, in addition to the payments set forth in (a) through (c) above, the Company will pay Mr. Textor (i) an amount equal to his base salary (other than bonus) as determined as of the date of termination, and (ii) any unvested incentive awards then held by Mr. Textor will immediately vest in full.

Upon termination of Mr. Textor's employment by the Company with Cause, or by Mr. Textor without Good Reason, in addition to the payments set forth in (a) through (c) above, any unvested incentive awards then held by Mr. Textor will be immediately forfeited.

Pursuant to the terms of the Textor Employment Agreement, a termination for "Cause" means a termination based upon:

(i) A material violation by Mr. Textor of any material written rule or policy of the Company (A) for which violation any employee may be terminated pursuant to the written policies of the Company reasonably applicable to an executive employee, and (B) which Mr. Textor fails to correct within 10 days after he receives written notice from the Board of such violation;

(ii) Misconduct by Mr. Textor to the material and demonstrable detriment of the Company; or

(iii) Mr. Textor's conviction (by a court of competent jurisdiction, not subject to further appeal) of, or pleading guilty to, a felony.

As used in the Textor Employment Agreement, Good Reason means the occurrence, without Mr. Textor's express written consent, of any of the following:

(6) A significant diminution by the Company of Mr. Textor's role with the Company or a significant detrimental change in the nature and/or scope of Mr. Textor's status with the Company (including a diminution in title);

(7) A reduction in base salary or target or maximum bonus, other than as part of an across the board reduction in salaries of management personnel (including all vice presidents and positions above) of less than 20%;

(8) At any time following a change of control of the Company, a material diminution by the Company of compensation and benefits (taken as a whole) provided to Mr. Textor immediately prior to a Change of Control;

(9) The relocation of Mr. Textor's principal executive office to a location more than 50 miles further from Mr. Textor's principal residence than Mr. Textor's principal executive office immediately prior to such relocation, or any requirement that Mr. Textor be based anywhere other than Mr. Textor's principal executive office; or

(10) Any other material breach by the Company of any of the terms and conditions of the Textor Employment Agreement.

The Textor Employment Agreement contains covenants regarding Mr. Textor's non-competition and non-solicitation of employees for 12 months.

Bafer Termination and Release Agreement

Concurrent with the closing of the Exchange, the Company and Mr. Bafer entered into that certain Termination and Release Agreement dated as of August 8, 2018 (the "Bafer Termination Agreement"). In connection with the Exchange and as provided in the Closing Agreement, Mr. Bafer resigned his position as Chief Executive Officer on August 8, 2018. Pursuant to the terms of the Bafer Termination Agreement, the employment agreement dated as of July 25, 2016 between the Company and Mr. Bafer (the "2016 Bafer Agreement") was terminated effective immediately in connection with Mr. Bafer's resignation; provided, however, that (i) the provisions of Article 4 and Article 6 (other than Sections 6.7 and 6.8) remain in full force and effect, and (ii) the parties agreed that the Company owes Mr. Bafer certain past due payments pursuant to the 2016 Bafer Agreement and other instruments between the parties, which amounts remain owed to Mr. Bafer until paid. The Bafer Termination Agreement contains customary representations and warranties that the Company and Mr. Bafer have made to each other.

Bafer Executive Chairman Agreement

Concurrent with the closing of the Exchange, the Company entered into an Agreement for Executive Chairman of Board of Directors effective August 8, 2018 ("Bafer Executive Chairman Agreement"). The Bafer Executive Chairman Agreement has a term of one year from August 8, 2018 and will continue thereafter for as long as Mr. Bafer is elected as Chairman of the Board. In exchange for Mr. Bafer's services as Chairman of the Board, the Company agreed to pay Mr. Bafer an annual base salary of $500,000, subject to annual increases as determined in the sole discretion of the Compensation Committee or the full Board if no Compensation Committee exists. In addition, Mr. Bafer is also eligible to receive equity awards, and an annual target bonus payment equal, as a percentage of his base salary, to that received by all other C-suite executives, subject to a minimum bonus of $100,000 per year. Subject to the minimum bonus, the bonus will be determined based on the achievement of certain performance objectives of the Company as established by the Compensation Committee.

Mr. Bafer may be removed as Chairman by the majority vote of the Company's stockholders. The parties agree, however, that if the Bafer Executive Chairman Agreement is terminated at any time, whether by majority vote of the Company's shareholders or otherwise, Mr. Bafer will be entitled to a lump sum payment equal to the then current base salary.

Termination of Bafer Employment Agreement

Concurrent with the closing of the Exchange and Mr. Bafer's resignation as Chief Executive Officer, the 2016 Bafer Agreement was terminated effective immediately, except as set forth in the Bafer Termination Agreement.

Results of Operations for the Three Months Ended June 30, 2018 and 2017

	Three Months Ended June 30,	
	2018	**2017**
Revenue	$ 0	$ 36,000
Cost of goods sold	$ 0	$ 8,000
Operating expenses	$ 1,040,000	$ 387,000
Income (loss) from continuing operations	$ (2,187,000)	$ 5,003,000
Net income (loss) from discontinued operations	$ 0	$ 14,000
Net income (loss)	$ (2,187,000)	$ 5,017,000

Revenues for the three months ended June 30, 2018 and 2017 were $0 and $36,000, respectively. The decrease of $36,000 is due to the sale of our S&G subsidiary in June of 2017.

Cost of goods sold for the three months ended June 30, 2018 was $0, compared to $8,000 in the same period in 2017. The decrease of $8,000 is due to the sale of our S&G subsidiary in June of 2017.

Operating expenses for the three months ended June 30, 2018 totaled $1,040,000, compared to $387,000 for the three months ended June 30, 2017. The increase of $653,000 is primarily related to a $367,000 increase in consulting fees and $452,000 increase in advertising and marketing costs offset by a decrease in compensation expenses of $208,000

The Company realized loss from continuing operations of $2,187,000 for the three months ended June 30, 2018, compared to income from continuing operations of $5,003,000 for the three months ended June 30, 2017. The decrease is primarily due to an increase of $653,000 in operating expenses and the change in fair value of derivatives associated with warrants and convertible notes outstanding, which amounted to a loss of $329,000 for the three months ended June 30, 2018 as compared to a gain of $5,366,000 for the three months ended June 30, 2017. In addition there were $205,000 of financing costs in the three months ended June 30, 2018 and amortization of debt discount of $440,000 with no corresponding amounts for these expenses in the three months ended June 30, 2017.

Results of Operations for the Six Months Ended June 30, 2018 and 2017

	Six Months Ended June 30,	
	2018	**2017**
Revenue	$ 0	$ 41,000
Cost of goods sold	$ 0	$ 8,000
Operating expenses	$ 1,880,000	$ 529,000
Income (loss) from continuing operations	$ (2,882,000)	$ 11,666,000
Net loss from discontinued operations	$ 0	$ (11,000)
Net income (loss)	$ (2,882,000)	$ 11,655,000

Revenues for the six months ended June 30, 2018 and 2017 were $0 and $41,000, respectively. The decrease of $41,000 is directly related to the sale of our S&G subsidiary in June of 2017.

Cost of goods sold for the six months ended June 30, 2018 compared to the same period in 2017 decreased by $8,000. The decrease is due to the sale of our S&G subsidiary in June of 2017.

Operating expenses for the six months ended June 30, 2018 totaled $1,880,000, compared to $529,000 for the six months ended June 30, 2017. The increase of $1,351,000 is primarily related to an $803,000 increase in consulting fees and $576,000 increase in advertising and marketing costs.

The Company realized loss from continuing operations of $2,882,000 for the six months ended June 30, 2018, compared to income from continuing operations of $11,655,000 for the six months ended June 30, 2017. The decrease is primarily due to an increase of $1,351,000 in operating expenses and the change in fair value of derivatives associated with warrants and convertible notes outstanding, which amounted to a gain of $2,439,000 for the six months ended June 30, 2018 as compared to a gain of $12,173,000 for the six months ended June 30, 2017. In addition there were $2,342,000 of financing costs in the three months ended June 30, 2018 and amortization of debt discount of $804,000 with no corresponding amounts for these expenses in the three months ended June 30, 2017

Liquidity and Capital Resources

	Six Months Ended June 30,	
	2018	2017
Net Cash Used in Operating Activities	$ (1,605,000)	$ (179,000)
Net Cash Provided by Financing Activities	$ 1,897,000	$ 122,000
Net Change in Cash	$ 292,000	$ (57,000)

As of June 30, 2018, our total assets were $378,000 and our total liabilities were $4,100,000 and we had negative working capital of $3,731,000. Our financial statements report a net loss of $2,882,000 for the six months ended June 30, 2018, as compared to net income of $11,665,000, including non-cash gain of $12,173,000 for the change in fair value of derivative liability, for the six months ended June 30, 2017.

We have suffered recurring losses from operations. The continuation of our company is dependent upon our company attaining and maintaining profitable operations and raising additional capital as needed. In this regard, we have raised additional capital through equity offerings and loan transactions, and, in the short term, will seek to raise additional capital in such manners to fund our operations. We do not currently have any third-party financing available in the form of loans, advances, or commitments. Our officers and shareholders have not made any written or oral agreement to provide us additional financing. There can be no assurance that we will be able to continue to raise capital on terms and conditions that are deemed acceptable to us.

Off-Balance Sheet Arrangements

As of June 30, 2018, we did not have any off-balance sheet arrangements that have, or are reasonably likely to have, a material current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations liquidity, capital expenditures or capital resources.

Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business.

As reflected in the accompanying consolidated financial statements, the Company had a stockholders' deficit of $3,722,000 at June 30, 2018, incurred a net loss from operations of $2,882,000 and used cash in operating activities of $1,605,000 for the period then ended. These conditions raise substantial doubt about the Company's ability to continue as a going concern within one year from the date that the financial statements are issued.

The Company is attempting to produce sufficient revenue; however, the Company's cash position may not be sufficient to support its daily operations. While the Company believes in the viability of its strategy to produce sufficient revenue and in its ability to raise additional funds, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon its ability to further implement its business plan and generate sufficient revenues and in its ability to raise additional funds.

In addition, the Company's independent registered public accounting firm, in its report on the Company's December 31, 2017 consolidated financial statements, has raised substantial doubt about the Company's ability to continue as a going concern.

The consolidated financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

Critical Accounting Policies

We have identified the following policies below as critical to our business and results of operations. Our reported results are impacted by the application of the following accounting policies, certain of which require management to make subjective or complex judgments. These judgments involve making estimates about the effect of matters that are inherently uncertain and may significantly impact quarterly or annual results of operations. For all of these policies, management cautions that future events rarely develop exactly as expected, and the best estimates routinely require adjustment. Specific risks associated with these critical accounting policies are described in the following paragraphs.

Derivative Financial Instruments. The Company evaluates its financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company uses a probability weighted average Black-Scholes-Merton models to value the derivative instruments at inception and on subsequent valuation dates through the June 30, 2018 reporting date. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period.

Recently Issued Accounting Pronouncements

See Note 2 in the accompanying condensed consolidated financial statements for a discussion of recent accounting policies.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Not required for smaller reporting companies.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We maintain disclosure controls and procedures, which are designed to ensure that information required to be disclosed in the reports we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Under the supervision and with the participation of our management, including our Chief Executive Officer and principal financial officer, an evaluation was performed on the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our management, including our Chief Executive Officer and principal financial officer, concluded that our disclosure controls and procedures were not effective as of the end of the period covered by this Quarterly Report on Form 10-Q due to the Company's limited resources and limited number of employees. To mitigate the current limited resources and limited employees, we rely heavily on direct management oversight of transactions, along with the use of legal and outsourced accounting professionals. As we grow, we expect to increase our number of employees, which, we believe, will enable us to implement adequate segregation of duties within the internal control framework.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Rule 13a-15 or 15d-15 of the Exchange Act that occurred during the fiscal quarter ended June 30, 2018 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

The Company may be involved in certain legal proceedings that arise from time to time in the ordinary course of its business. Except for income tax contingencies (commencing April 1, 2009), the Company records accruals for contingencies to the extent that management concludes that the occurrence is probable and that the related amounts of loss can be reasonably estimated. Legal expenses associated with the contingency are expensed as incurred.

Item 1A. Risk Factors

Not applicable for smaller reporting companies.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

During the three months ended June 30, 2018, the Company issued 3,896,000 shares of common stock for proceeds of $946,000

The securities referenced above were issued solely to "accredited investors" in reliance on the exemption from registration afforded by Section 4(a)(2) of the Securities Act, as amended.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

There have been no material changes to the procedures by which security holders may recommend nominees to our Board of Directors since the filing of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.

Item 6. Exhibits

Exhibit Number	Description
2.1*	Share Exchange Agreement by and among Recall Studios, Inc., Evolution AI Corporation and the Shareholders of Evolution AI Corporation, dated as of June 13, 2018.
2.2*	Closing Share Exchange Agreement and Joinder by and among Recall Studios, Inc., Evolution AI Corporation and the Shareholders of Evolution AI Corporation, dated as of August 8, 2018.
10.1*	Voting Agreement by and among John Textor and Alexander Bafer, dated as of August 8, 2018.
10.2*	Employment Agreement by and between Recall Studios, Inc. and John Textor, dated as of August 8, 2018.
10.3*	Termination and Release Agreement by and between Recall Studios, Inc. and Alexander Bafer, dated as of August 8, 2018.
10.4*	Agreement for Executive Chairman of Board of Directors by and between Recall Studios, Inc. and Alexander Bafer, dated as of August 8, 2018.
10.5*	Share Exchange Agreement by and among Recall Studios, Inc., Brick Top Holdings, Inc. and Southfork Ventures, Inc., dated as of August 8, 2018.
31.1*	Section 302 Certificate of Chief Executive Officer and Principal Financial Officer
32.1*	Section 1350 Certification of Chief Executive Officer and Principal Financial Officer
101.INS*	XBRL INSTANCE DOCUMENT
101.SCH*	XBRL TAXONOMY EXTENSION SCHEMA
101.CAL*	XBRL TAXONOMY EXTENSION CALCULATION LINKBASE
101.DEF*	XBRL TAXONOMY EXTENSION DEFINITION LINKBASE
101.LAB*	XBRL TAXONOMY EXTENSION LABEL LINKBASE

101.PRE* XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

RECALL STUDIOS, INC.

Date: August 15, 2018

By: */s/ John Textor*

John Textor
Chief Executive Officer (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)

SHARE EXCHANGE AGREEMENT

by and among

RECALL STUDIOS, INC.

a Florida Corporation

and

EVOLUTION AI CORPORATION,

A Florida corporation

and

THE SHAREHOLDERS OF

EVOLUTION AI CORPORATION

Dated as of June ___, 2018

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S HARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (hereinafter referred to as this "Agreement") is entered into as of this __ day of June 2018, by and between RECALL STUDIOS, INC., a Florida corporation (the "Company"), with a principal address at 1115 Broadway, 12 th Floor, New York, NY 10010 and EVOLUTION AI CORPORATION, a Florida corporation ("EAI"), with a principal address at 9995 SE Federal Highway, #1955, Hobe Sound, FL 33455, and the shareholders of EAI set forth on Composite Exhibit A (the "EAI Shareholders"), upon the following premises:

Premises

WHEREAS, The Company is a publicly held corporation organized under the laws of the State of Florida;

WHEREAS, EAI is a privately-held company organized under the laws of Florida;

WHEREAS, The Company agrees to acquire up to 31,645,000 of the issued and outstanding shares of EAI (representing 100% of EAI's issued and outstanding common stock) from the EAI Shareholders in exchange for the issuance of [12.64] shares of the Company's Common Stock for each share of EAI's common stock (the "Exchange") subject to adjustment as provided for in this Agreement. On the Closing Date, the EAI Shareholders will become shareholders of the Company and EAI will become a subsidiary of the Company.

WHEREAS, for Federal income tax purposes, it is intended that the Exchange qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

Agreement

NOW THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived herefrom, and intending to be legally bound hereby, subject to EAI's condition precedent to furnish information sufficient to establish prior oral representations and concomitant due diligence as described below, it is hereby agreed as follows:

ARTICLE I

REPRESENTATIONS, COVENANTS, AND WARRANTIES OF EAI AND THE SHAREHOLDERS

As an inducement to, and to obtain the reliance of the Company, except as set forth in the EAI Schedules (as hereinafter defined), EAI represents and warrants to the Company and each of the EAI Shareholders that as of the date hereof and the Closing Date (as hereinafter defined), as follows:

Section 1.01 Incorporation . EAI is a company duly organized, validly existing, and in good standing under the laws of Florida and has the corporate power and is duly authorized under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. Included in the EAI Schedules is a complete and correct copy of the Articles of Incorporation of EAI as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of EAI's Articles of Incorporation. EAI has taken all actions required by law, its Articles of Incorporation, or otherwise to authorize the execution, delivery and performance of this Agreement. EAI has full power, authority, and legal capacity and has taken all action required by law, it's Articles of Incorporation, and otherwise to consummate the transactions herein contemplated.

Section 1.02 Authorized Shares and Capital . The authorized number of common shares, as amended, with $0.0001 par value of EAI is 50,000,000 with 31,645,000 shares issued and outstanding. The issued and outstanding shares are validly issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any person. EAI is authorized to issue 20,000,000 shares of preferred stock, $0.0001 par value, none of which are issued and outstanding .

Section 1.03 Subsidiaries and Predecessor Corporations . EAI owns an approximate 40% interest in Pulse Evolution Corporation (OTC:PLFX), a Nevada corporation, (the "EAI Subsidiaries") such interest expected to increase to an approximate 61% interest (150,000,000 shares) prior to Closing. Except for its ownership interest in the Subsidiaries, EAI does not have any subsidiaries, and does not own, beneficially or of record, any shares of any other corporation. For purposes hereinafter, the term "EAI" also includes the EAI Subsidiaries.

Section 1.04 Financial Statements .

(a) As a condition precedent to Closing, EAI shall provide the Company with the balance sheets, statements of operations and statement of cash flows of (i) EAI for the period ended March 31, 2018 and (ii) the EAI Subsidiaries for the two year period ended as of March 31, 2018 (the "EAI Financial Statements").

(b) All such financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved. The EAI balance sheets shall be true and accurate and present fairly as of their respective dates the financial condition of EAI. As of the date of such balance sheets, except as and to the extent reflected or reserved against therein, EAI shall have no liabilities or obligations (absolute or contingent) which should be reflected in the balance sheets or the notes thereto prepared in accordance with generally accepted accounting principles, and all assets reflected therein will be properly reported and present fairly the value of the assets of EAI, in accordance with generally accepted accounting principles. The statements of operations, stockholders' equity and cash flows will reflect fairly the information required to be set forth therein by generally accepted accounting principles.

(c) EAI has duly and punctually paid all Governmental fees and taxation which it has become liable to pay and has duly allowed for all taxation reasonably foreseeable and is under no liability to pay any penalty or interest in connection with any claim for governmental fees or taxation and EAI has made any and all proper declarations and returns for taxation purposes and all information contained in such declarations and returns is true and complete and full provision or reserves have been made in its financial statements for all Governmental fees and taxation.

(d) The books and records, financial and otherwise, of EAI are in all material aspects complete and correct and have been maintained in accordance with good business and accounting practices.

(e) All of EAI's assets are reflected on its financial statements, and, except as set forth in the EAI Schedules or the financial statements of EAI or the notes thereto, EAI has no material liabilities, direct or indirect, matured or unmatured, contingent or otherwise.

Section 1.05 Information . The information concerning EAI set forth in this Agreement and in the EAI Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. In addition, EAI has fully disclosed in writing to the Company (through this Agreement or the EAI Schedules) all information relating to matters involving EAI or its assets or its present or past operations or activities which (i) indicated or may indicate, in the aggregate, the existence of a greater than $50,000 liability, (ii) have led or may lead to a competitive disadvantage on the part of EAI or (iii) either alone or in aggregation with other information covered by this Section, otherwise have led or may lead to a material adverse effect on EAI, its assets, or its operations or activities as presently conducted or as contemplated to be conducted after the Closing Date, including, but not limited to, information relating to governmental, employee, environmental, litigation and securities matters and transactions with affiliates.

Section 1.06 Options or Warrants . Except as disclosed on EAI Schedule 1.06, There are no existing options, warrants, calls, or commitments of any character relating to the authorized and unissued stock of EAI.

Section 1.07 Absence of Certain Changes or Events . Since the date of execution of this Agreement, or such other date as provided for herein:

(a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of EAI;

(b) EAI has not (i) amended its Amended and Restated Articles of Incorporation since January 2, 2018; (ii) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its shares; (iii) made any material change in its method of management, operation or accounting, (iv) entered into any other material transaction other than sales in the ordinary course of its business; or (v) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its officers, directors, or employees; and

(c) EAI has not (i) granted or agreed to grant any options, warrants or other rights for its stocks, bonds or other corporate securities calling for the issuance thereof, (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except as disclosed herein and except liabilities incurred in the ordinary course of business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights or canceled, or agreed to cancel, any debts or claims; or (iv) issued, delivered, or agreed to issue or deliver any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock), which would result in EAI's total issued and outstanding stock exceeding 31,645,000 shares, except in connection with this Agreement.

Section 1.08 Litigation and Proceedings . Except as disclosed on EAI Schedule 1.08, there are no actions, suits, proceedings, or investigations pending or, to the knowledge of EAI after reasonable investigation, threatened by or against EAI or affecting EAI or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. EAI does not have any knowledge of any material default on its part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default.

Section 1.09 Contracts.

(a) All "material" contracts, agreements, franchises, license agreements, debt instruments or other commitments to which EAI is a party or by which it or any of its assets, products, technology, or properties are bound other than those incurred in the ordinary course of business have been previously disclosed to the Company or the EAI Shareholders. A "material" contract, agreement, franchise, license agreement, debt instrument or commitment is one which (i) will remain in effect for more than six (6) months after the date of this Agreement or (ii) involves aggregate obligations of at least fifty thousand dollars ($50,000);

(b) All contracts, agreements, franchises, license agreements, and other commitments to which EAI is a party or by which its properties are bound and which are material to the operations of EAI taken as a whole are valid and enforceable by EAI in all respects, except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally; and

(c) Except as previously disclosed to the Company or the EAI Shareholders or reflected in the most recent EAI balance sheet, EAI is not a party to any oral or written (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, (iii) agreement, contract, or indenture relating to the borrowing of money, (iv) guaranty of any obligation; (vi) collective bargaining agreement; or (vii) agreement with any present or former officer or director of EAI.

Section 1.10 Compliance With Laws and Regulations. To the best of its knowledge, EAI has complied with all applicable statutes and regulations of any federal, state, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of EAI or except to the extent that noncompliance would not result in the occurrence of any material liability for EAI.

Section 1.11 Approval of Agreement . This Agreement has been duly and validly authorized and executed and delivered on behalf of EAI and the EAI Shareholders and this Agreement constitutes a valid and binding agreement of EAI and the EAI Shareholders enforceable in accordance with its terms subject to EAI's condition precedent to furnish information sufficient to establish prior oral representations and concomitant due diligence as described below.

Section 1.12 EAI Schedules . EAI has delivered to the Company the following schedules, which are collectively referred to as the "EAI Schedules" and which consist of separate schedules dated as of the date of execution of this Agreement, all certified by the chief executive officer of EAI as complete, true, and correct as of the date of this Agreement in all material respects:

(a) a schedule containing complete and correct copies of the Articles of Incorporation of EAI and the Bylaws, each as in effect as of the date of this Agreement;

(b) a schedule containing the financial statements of EAI identified in paragraph 1.04(a);

(c) a schedule setting forth any information, together with any required copies of documents, required to be disclosed in the Company Schedules by Sections 1.01 through 1.11.

EAI shall cause the EAI Schedules and the instruments and data delivered to the Company hereunder to be promptly updated after the date hereof up to and including the Closing Date.

Section 1.13 Valid Obligation . This Agreement and all agreements and other documents executed by EAI in connection herewith constitute the valid and binding obligations of EAI, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, conditions of which EAI is not presently aware, and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought and subject to EAI's condition precedent to furnish information sufficient to establish prior oral representations and concomitant due diligence as described below.

Section 1.14 Investment Representations .

(a) Investment Purpose . As of the date hereof, the EAI Shareholders understand and agree that the consummation of this Agreement including the delivery of the Exchange Consideration (as hereinafter defined) to the EAI Shareholders in exchange for the EAI Shares as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933, as amended (the "Securities Act ") and applicable state statutes and that the EAI Shares are being acquired for the EAI Shareholders' own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the Securities Act; provided , however , that by making the representations herein, the EAI Shareholders do not agree to hold any of the Exchange Consideration for any minimum or other specific term and reserves the right to dispose of the Exchange Consideration at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

(b) Accredited Investor Status . Each of the EAI Shareholders is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor").

(c) Reliance on Exemptions . Each of the EAI Shareholders understands that the Exchange Consideration is being offered and sold to the EAI Shareholders in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and the EAI Shareholders' compliance with, the representations, warranties, agreements, acknowledgments and understandings of the EAI Shareholders set forth herein in order to determine the availability of such exemptions and the eligibility of the EAI Shareholders to acquire the Exchange Consideration.

(d) Information . The EAI Shareholders and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Exchange Consideration which have been requested by the EAI Shareholders or its advisors. The EAI Shareholders and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Notwithstanding the foregoing, the Company has not disclosed to the EAI Shareholders any material nonpublic information and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to the EAI Shareholders. The EAI Shareholders understands that its investment in the Exchange Consideration involves a significant degree of risk. The EAI Shareholders is not aware of any facts that may constitute a breach of any of the Company's representations and warranties made herein.

(e) Governmental Review . Each of the EAI Shareholders understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Exchange Consideration.

(f) Transfer or Re-sale . Each of the EAI Shareholders understands that (i) the sale or re-sale of the Exchange Consideration has not been and is not being registered under the Securities Act or any applicable state securities laws, and the Exchange Consideration may not be transferred unless (a) the Exchange Consideration is sold pursuant to an effective registration statement under the Securities Act, (b) the EAI Shareholders shall have delivered to the Company, at the cost of the EAI Shareholders, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Exchange Consideration to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company, (c) the Exchange Consideration is sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the Securities Act (or a successor rule) ("Rule 144")) of the EAI Shareholders who agree to sell or otherwise transfer the Exchange Consideration only in accordance with this Section and who is an Accredited Investor, (d) the Exchange Consideration is sold pursuant to Rule 144, or (e) the Exchange Consideration is sold pursuant to Regulation S under the Securities Act (or a successor rule) ("Regulation S"), and the EAI Shareholders shall have delivered to the Company, at the cost of the EAI Shareholders, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Exchange Consideration made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Exchange Consideration under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Exchange Consideration under the Securities Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Exchange Consideration may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

(g) Legends . Each of the EAI Shareholders understand that the shares of the Company's common stock that comprise the Exchange Consideration (the "Exchange Shares") and, until such time as the Exchange Shares have been registered under the Securities Act may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Exchange Shares may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Exchange Shares):

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE COMPANY), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of any Exchange Share upon which it is stamped, if, unless otherwise required by applicable state securities laws, (a) the Exchange Shares are registered for sale under an effective registration statement filed under the Securities Act or otherwise may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) such holder provides the Company with an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Exchange Shares may be made without registration under the Securities Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. Each of the EAI Shareholders agrees to sell all Exchange Shares, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any.

(h) Residency . Each of the EAI Shareholders is a resident of the jurisdiction set forth immediately below the EAI Shareholders' name on the signature pages hereto or provided separately to the Company.

ARTICLE II
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

As an inducement to, and to obtain the reliance of EAI and the EAI Shareholders, except as set forth in the Company Schedules (as hereinafter defined), the Company represents and warrants, as of the date hereof and as of the Closing Date, as follows:

Section 2.01 Organization . The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and has the corporate power and is duly authorized under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. Included in the Company Schedules are complete and correct copies of the certificate of incorporation and bylaws of the Company as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Company's certificate of incorporation or bylaws. The Company has taken all action required by law, its certificate of incorporation, its bylaws, or otherwise to authorize the execution and delivery of this Agreement, and the Company has full power, authority, and legal right and has taken all action required by law, its certificate of incorporation, bylaws, or otherwise to consummate the transactions herein contemplated.

Section 2.02 Capitalization . The Company's authorized capitalization consists of (a) 300,000,000 shares of common stock, par value $0.0001 per share ("the Company Common Stock"), of which 87,288,159 shares are issued and outstanding, and (b) 47,000,000 shares of preferred stock, par value $.0001 per share, 7,424,491 are issued and outstanding. All issued and outstanding shares are legally issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any person. Nothing in this agreement prohibits the authorization, issuance or distribution of the Company's shares, regardless of class, for valid consideration as determined in the sole discretion of the board of directors of the Company. For purposes of clarity, EAI has requested, and hereby consents to, the cancellation of all issued and outstanding Company shares designated as Preferred Class A in exchange for the new issuance to the holders of such issued and outstanding preferred shares of [___,000,000] shares designated by the Company as Common Stock.

Section 2.03 Subsidiaries and Predecessor Corporations . The Company has interests in three subsidiaries (the "Company Subsidiaries"), the financial results of which are consolidated in the Company's financial reports, including, a 60% interest in York Productions, LLC, a Florida limited liability company, a 60% interest in York Productions II, LLC, a Florida limited liability company, and a 100% interest in Recall Studios, Inc., a Nevada company. Except for its ownership interest in the Company Subsidiaries, and the subsidiaries of those companies, if any, the Company does not have any subsidiaries, and does not own, beneficially or of record, any shares of any other corporation. For purposes hereinafter, the term "Company" also includes the Subsidiaries.

Section 2.04 SEC Reports . The Company has filed all reports required to be filed by it under the Securities Act and the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) of the Exchange Act, (the "SEC Reports").

Section 2.05 Information. The information concerning the Company set forth in this Agreement and the Company Schedules is complete and accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. In addition, the Company has fully disclosed in writing to the EAI Shareholders (through this Agreement or the Company Schedules) all information relating to matters involving the Company or its assets or its present or past operations or activities which (i) indicated or may indicate, in the aggregate, the existence of a greater than $50,000 liability, (ii) have led or may lead to a competitive disadvantage on the part of the Company or (iii) either alone or in aggregation with other information covered by this Section, otherwise have led or may lead to a material adverse effect on the Company, its assets, or its operations or activities as presently conducted or as contemplated to be conducted after the Closing Date, including, but not limited to, information relating to governmental, employee, environmental, litigation and securities matters and transactions with affiliates.

Section 2.06 Options or Warrants. Except as disclosed on Company Schedule 2.06, there are no options, warrants, convertible securities, subscriptions, stock appreciation rights, phantom stock plans or stock equivalents or other rights, agreements, arrangements or commitments (contingent or otherwise) of any character issued or authorized by the Company relating to the issued or unissued capital stock of the Company (including, without limitation, rights the value of which is determined with reference to the capital stock or other securities of the Company) or obligating the Company to issue or sell any shares of capital stock of, or options, warrants, convertible securities, subscriptions or other equity interests in, the Company. There are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any shares of the Company Common Stock of the Company or to pay any dividend or make any other distribution in respect thereof or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any person.

Section 2.07 Absence of Certain Changes or Events. Since March 31, 2018 and except as disclosed in an SEC Report:

(a) there has not been (i) any material adverse change in the business, operations, properties, assets or condition of the Company or (ii) any damage, destruction or loss to the Company (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets or condition of the Company;

(b) the Company has not (i) amended its certificate of incorporation or bylaws except as required by this Agreement; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its capital stock; (iii) waived any rights of value which in the aggregate are outside of the ordinary course of business or material considering the business of the Company; (iv) made any material change in its method of management, operation, or accounting; (v) entered into any transactions or agreements other than in the ordinary course of business; (vi) made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee; (vii) increased the rate of compensation payable or to become payable by it to any of its officers or directors or any of its salaried employees whose monthly compensation exceed $1,000; or (viii) made any increase in any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement, made to, for or with its officers, directors, or employees;

(c) The Company has not (i) granted or agreed to grant any options, warrants, or other rights for its stock, bonds, or other corporate securities calling for the issuance thereof; (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the ordinary course of business; (iii) paid or agreed to pay any material obligations or liabilities (absolute or contingent) other than current liabilities reflected in or shown on the most recent the Company balance sheet and current liabilities incurred since that date in the ordinary course of business and professional and other fees and expenses in connection with the preparation of this Agreement and the consummation of the transaction contemplated hereby; (iv) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights (except assets, properties, or rights not used or useful in its business which, in the aggregate have a value of less than $1,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value less than $1,000); (v) made or permitted any amendment or termination of any contract, agreement, or license to which it is a party if such amendment or termination is material, considering the business of the Company; or (vi) issued, delivered or agreed to issue or deliver, any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock), except in connection with this Agreement; and

(d) to its knowledge, the Company has not become subject to any law or regulation which materially and adversely affects, or in the future, may adversely affect, the business, operations, properties, assets or condition of the Company.

Section 2.08 Litigation and Proceedings. There are no actions, suits, proceedings or investigations pending or, to the knowledge of the Company after reasonable investigation, threatened by or against the Company or affecting the Company or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind except as disclosed in the Company Schedules. The Company has no knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality or any circumstance which after reasonable investigation would result in the discovery of such default.

Section 2.09 Contracts.

(a) The Company is not a party to, and its assets, products, technology and properties are not bound by, any material leases, contract, franchise, license agreement, agreement, debt instrument, obligation, arrangement, understanding or other commitments whether such agreement is in writing or oral (“Contracts”).

(b) The Company is not a party to or bound by, and the properties of the Company are not subject to any Contract, agreement, other commitment or instrument; any charter or other corporate restriction; or any judgment, order, writ, injunction, decree, or award; and

(c) The Company is not a party to any oral or written (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, (iii) agreement, contract, or indenture relating to the borrowing of money, (iv) guaranty of any obligation, (vi) collective bargaining agreement; or (vii) agreement with any present or former officer or director of the Company.

Section 2.10 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of, any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Company is a party or to which any of its assets, properties or operations are subject.

Section 2.11 Compliance With Laws and Regulations. The Company has complied with all United States federal, state or local or any applicable foreign statute, law, rule, regulation, ordinance, code, order, judgment, decree or any other applicable requirement or rule of law (a "Law") applicable to the Company and the operation of its business. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

Section 2.12 Approval of Agreement. The Board of Directors of the Company has authorized the execution and delivery of this Agreement by the Company and has approved this Agreement and the transactions contemplated hereby.

Section 2.13 Material Transactions or Affiliations. Except as disclosed herein and in the Company Schedules, there exists no contract, agreement or arrangement between the Company and any predecessor and any person who was at the time of such contract, agreement or arrangement an officer, director, or person owning of record or known by the Company to own beneficially, 5% or more of the issued and outstanding common stock of the Company and which is to be performed in whole or in part after the date hereof or was entered into not more than three years prior to the date hereof. Neither any officer, director, nor 5% Shareholders of the Company has, or has had since inception of the Company, any known interest, direct or indirect, in any such transaction with the Company which was material to the business of the Company. The Company has no commitment, whether written or oral, to lend any funds to, borrow any money from, or enter into any other transaction with, any such affiliated person.

Section 2.14 The Company Schedules . The Company has delivered to the EAI Shareholders the following schedules, which are collectively referred to as the "Company Schedules" and which consist of separate schedules, which are dated the date of this Agreement, all certified by the chief executive officer of the Company to be complete, true, and accurate in all material respects as of the date of this Agreement.

(a) a schedule containing complete and accurate copies of the certificate of incorporation and bylaws of the Company as in effect as of the date of this Agreement;

(b) a schedule setting forth any information, together with any required copies of documents, required to be disclosed in the Company Schedules by Sections 2.01 through 2.13.

The Company shall cause the Company Schedules and the instruments and data delivered to the EAI Shareholders hereunder to be promptly updated after the date hereof up to and including the Closing Date.

Section 2.15 Valid Obligation . Subject to the conclusion of due diligence in relation to EAI's condition precendent to furnish information and documentation establishing EAI's financial and business condition in accordance with oral representations, this Agreement and all agreements and other documents executed by the Company in connection herewith constitute the valid and binding obligation of the Company, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, of which the Company is not presently aware, and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 2.16 OTC Marketplace Quotation . The Company Common Stock is quoted on the OTC 'QB' tier of the OTC Markets under the symbol "BTOP". There is no action or proceeding pending or, to the Company's knowledge, threatened against the Company by The Financial Industry Regulatory Authority, Inc. ("FINRA") with respect to any intention by such entity to prohibit or terminate the quotation of the Company Common Stock on the OTC-QB tier.

ARTICLE III

SHARE EXCHANGE

Section 3.01 The Exchange . On the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as defined in Section 3.02), (i) the EAI Shareholders listed in Composite Exhibit A, representing an aggregate of 31,645,000 shares of EAI common stock (the "Total EAI Shares Outstanding"), upon their agreement, shall sell, assign, transfer and deliver, free and clear of all liens, pledges, encumbrances, charges, restrictions or known claims of any kind, nature, or description, all of the shares of EAI held by them as set forth on Composite Exhibit A; the objective of such purchase (the "Exchange") being the acquisition by the Company of 100%, and not less than 90%, of the issued and outstanding shares of EAI common stock. In exchange for the transfer of such securities by the EAI Shareholders, the Company shall deliver to the EAI Shareholders [12.64] (the "Initial Exchange Ratio") shares of the Company's common stock (the "Exchange Shares") for each share of EAI common stock, or an aggregate of approximately 400,000,000 shares of the Company's common stock (hereinafter referred to as the "Initial Exchange Consideration"). Such initial exchange consideration, specifically the aggregate amount of Exchange Shares payable to EAI Shareholders, is subject to adjustment based on the ten-day average closing price ("Average Price") of Company Common Stock, as quoted on OTC Markets, for the ten-day period immediately prior to the day of Closing, as necessary for Company to deliver a target value ("Target Valuation") of exchange consideration equal to Two Hundred Million Dollars ($200,000,000.00). For purposes of clarity, the amount of Exchange Shares payable in the aggregate as consideration to EAI Shareholders at Closing (the "Final Exchange Consideration") shall be equal to the Target Valuation divided by the Average Price. The actual number of Exchange Shares to be delivered by the Company to EAI Shareholders, for each share of EAI common stock exchanged (the "Final Exchange Ratio"), shall be equal to the Final Exchange Consideration divided by the Total EAI Shares Outstanding. Notwithstanding the foregoing, the EAI Shareholders hereby agree that the Average Price used in determining the Final Exchange Consideration shall be deemed to have a maximum price of $0.60 per share and a minimum price of $0.40 per share, such that the minimum and maximum number of shares payable in the aggregate to the EAI Shareholders shall be 333,333,000 shares and 500,000,000 shares, respectively.

Section 3.02 Closing. The closing ("Initial Closing") of the transactions contemplated by this Agreement shall occur following completion of the conditions set forth in Articles V and VI, and upon delivery of the Exchange Consideration as described in Section 3.01 herein. The Initial Closing shall take place at a mutually agreeable time and place and is anticipated to close by no later than June 30, 2018, but in no event before this Agreement has been signed by EAI Shareholders holding at least 90% of the shares of EAI common stock outstanding (the "Initial Closing Date"). Subsequent to the Initial Closing Date, the Company may complete one or more additional Closings to complete the exchanges provided for in this Agreement to allow the Company to complete the acquisition of up to a 100% interest in EAI for a period of up to 30 days after the Closing Date. Each closing that occurs after the Initial Closing Date, along with the Closing or the Initial Closing shall be collectively be referred to as the "Closing" or "Closing Date".

Section 3.03 Closing Events. At the Closing, the Company, and EAI shall execute, acknowledge, and deliver (or shall ensure to be executed, acknowledged, and delivered), any and all certificates, opinions, financial statements, schedules, agreements, resolutions, rulings or other instruments required by this Agreement to be so delivered at or prior to the Closing, together with such other items as may be reasonably requested by the parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby. Further, as a condition precedent to closing, this Agreement is subject to the execution of a shareholder voting agreement, among key shareholders, Textor and Bafer, to be mutually agreeable to such shareholders and to the Company.

Section 3.04 Termination . This Agreement may be terminated by each of the EAI Shareholders or the Company only (a) in the event that the Company or EAI do not meet the conditions precedent set forth in Articles V and VI or (b) if the Initial Closing has not occurred by June 30, 2018. If this Agreement is terminated pursuant to this section, this Agreement shall be of no further force or effect as to any party hereto, and no obligation, right or liability shall arise hereunder.

ARTICLE IV
SPECIAL COVENANTS

Section 4.01 Access to Properties and Records. The Company and EAI will each afford to the officers and authorized representatives of the other full access to the properties, books and records of the Company or EAI, as the case may be, in order that each may have a full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other, and each will furnish the other with such additional financial and operating data and other information as to the business and properties of the Company or EAI, as the case may be, as the other shall from time to time reasonably request. Without limiting the foregoing, as soon as practicable after the end of each fiscal quarter (and in any event through the last fiscal quarter prior to the Closing Date), each party shall provide the other with quarterly internally prepared and unaudited financial statements.

Section 4.02 Delivery of Books and Records. At the Closing, EAI shall deliver to the Company, the originals of the corporate minute books, books of account, contracts, records, and all other books or documents of EAI now in the possession of EAI or its representatives.

Section 4.03 Third Party Consents and Certificates . The Company and EAI agree to cooperate with each other in order to obtain any required third party consents to this Agreement and the transactions herein contemplated.

Section 4.04 Actions Prior to Closing.

(a) From and after the date hereof until the Closing Date and except as set forth in the Company Schedules or EAI Schedules or as permitted or contemplated by this Agreement, the Company and EAI respectively, will each:

(i) carry on its business in substantially the same manner as it has heretofore and as disclosed in the Company SEC Reports;

(ii) maintain and keep its properties in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty;

(iii) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it;

(iv) perform in all material respects all of its obligations under material contracts, leases, and instruments relating to or affecting its assets, properties, and business;

(v) use its best efforts to maintain and preserve its business organization intact, to retain its key employees, and to maintain its relationship with its material suppliers and customers; and

(vi) fully comply with and perform in all material respects all obligations and duties imposed on it by all federal and state laws (including without limitation, the federal securities laws) and all rules, regulations, and orders imposed by federal or state governmental authorities.

(b) From and after the date hereof until the Closing Date, neither the Company nor EAI will:

(i) make any changes in their Articles of Incorporation, articles or certificate of incorporation or bylaws except as contemplated by this Agreement including a name change;

(ii) take any action described in Section 1.07 in the case of EAI or in Section 2.07, in the case of the Company (all except as permitted therein or as disclosed in the applicable party's schedules);

(iii) enter into or amend any contract, agreement, or other instrument of any of the types described in such party's schedules, except that a party may enter into or amend any contract, agreement, or other instrument in the ordinary course of business involving the sale of goods or services; or

(iv) sell any assets or discontinue any operations, sell any shares of capital stock not previously contemplated in conjuction with the Company's capital raise efforts, or conduct any similar transactions other than in the ordinary course of business except as disclosed in the Company SEC Reports.

Section 4.05 Registration Rights . As promptly as practicable after the execution of this Agreement, Company shall prepare and file a registration statement on Form S-4 (the "Registration Statement") with the SEC in connection with the registration under the Securities Act of 1933 of (i) the aggregate Exchange Shares to be issued in the Exchange and (ii) the resale of the aggregate Exchange Shares received by the EAI Shareholders in the Merger, in a maximum amount thereof not to exceed one-third of the shares of the Company issued as Final Exchange Consideration. The Registration Statement shall contain a resale prospectus for the benefit of such EAI Shareholders as selling stockholders. Parent shall use its reasonable best efforts to cause the Registration Statement to be reviewed by the SEC and, subject to such review period, to become effective under the Securities Act as soon after such filing as practicable and to keep the Registration Statement effective until the final sale by the selling stockholders of all shares of Parent Common Stock registered on the Registration Statement. Notwithstanding the foregoing, the EAI Shareholders hereby agree to accept the terms of a lock-up agreement (the "Limited Sale Agreement") which shall limit the amount of open market sales of the Exchange Shares to an amount, during the immediate six months following the Closing, not to exceed 10% of the average weekly trading volume of the Company's common stock. The Limited Sale Agreement shall not preclude the EAI Shareholders from selling the Exchange Shares in block transactions through a qualified investment bank which is either selected or approved by the Company.

ARTICLE V
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY

The obligations of the Company under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions:

Section 5.01 Accuracy of Representations and Performance of Covenants. The representations and warranties made by EAI and the EAI Shareholders in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement). EAI shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by EAI prior to or at the Closing. The Company shall be furnished with a certificate, signed by a duly authorized executive officer of EAI and dated the Closing Date, to the foregoing effect.

Section 5.02 Officer's Certificate . The Company shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of EAI to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of EAI threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement, or, to the extent not disclosed in the EAI Schedules, by or against EAI, which might result in any material adverse change in any of the assets, properties, business, or operations of EAI.

Section 5.03 Approval by the EAI Shareholders. The Exchange shall have been approved by the holders of not less than fifty one percent (90%) of the EAI common stock, including voting power, of EAI, unless a lesser number is agreed to by the Company.

Section 5.04 No Governmental Prohibition. No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

Section 5.05 Consents . All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other intangibles in connection with the transactions contemplated herein, or for the continued operation of EAI after the Closing Date on the basis as presently operated shall have been obtained.

Section 5.06 Other Items.

(a) The Company shall have received a list containing the name, address, and number of shares held by the EAI Shareholders as of the date of Closing, certified by an executive officer of EAI as being true, complete and accurate; and

(b) The Company shall have received such further opinions, documents, certificates or instruments relating to the transactions contemplated hereby as the Company may reasonably request.

(c) The Company shall have received the EAI Financial Statements as provided for in Sections 1.04(a) and (b).

ARTICLE VI
CONDITIONS PRECEDENT TO OBLIGATIONS OF EAI AND THE EAI SHAREHOLDERS

The obligations of EAI and each of the EAI Shareholders under this Agreement are subject to the satisfaction of the Company, or each EAI Shareholder, as the case may be, at or before the Closing Date, of the following conditions:

Section 6.01 Accuracy of Representations and Performance of Covenants. The representations and warranties made by the Company in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date. Additionally, the Company shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company.

Section 6.02 Officer's Certificate. EAI shall have been furnished with certificates dated the Closing Date and signed by duly authorized executive officers of the Company, to the effect that no litigation, proceeding, investigation or inquiry is pending, or to the best knowledge of the Company threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement or, to the extent not disclosed in the Company Schedules, by or against the Company, which might result in any material adverse change in any of the assets, properties or operations of the Company.

Section 6.03 Good Standing. EAI shall have received a certificate of good standing from the Secretary of State of Florida or other appropriate office, dated as of a date within ten days prior to the Closing Date certifying that the Company is in good standing as a corporation in the State of Florida and has filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

Section 6.04 No Governmental Prohibition. No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

Section 6.05 Approval by the Company Board of Directors. The Company's board of directors shall have approved this Agreement.

Section 6.06 Consents. All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other intangibles in connection with the transactions contemplated herein, or for the continued operation of the Company after the Closing Date on the basis as presently operated shall have been obtained including approval of the Corporate Actions by FINRA.

Section 6.07 Shareholder Report

The EAI Shareholders shall receive a shareholder's report reflective of all the Company shareholder's which does not exceed 120,000,000 shares of the Company common stock issued and outstanding, including common stock equivalents upon the conversion of any and all shares of preferred stock, as of the day prior to the Closing Date.

Section 6.08 Other Items .

(a)The EAI Shareholders shall have received further documents, certificates, or instruments relating to the transactions contemplated hereby as the EAI Shareholders may reasonably request.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Brokers. The Company and EAI agree that there were no finders or brokers involved in bringing the parties together or who were instrumental in the negotiation, execution or consummation of this Agreement. The Company and EAI each agree to indemnify the other against any claim by any third person other than those described above for any commission, brokerage, or finder's fee arising from the transactions contemplated hereby based on any alleged agreement or understanding between the indemnifying party and such third person, whether express or implied from the actions of the indemnifying party.

Section 7.02 Governing Law. This Agreement shall be governed by, enforced, and construed under and in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law thereunder. Each of the parties (a) irrevocably consents and agrees that any legal or equitable action or proceedings arising under or in connection with this Agreement shall be brought exclusively in the state or federal courts of the United States with jurisdiction in Palm Beach County, Florida. By execution and delivery of this Agreement, each party hereto irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights such party may now or hereafter have to object to such jurisdiction.

Section 7.03 Notices. Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by telecopy, overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to EAI, to:

John Textor, Chairman
EVOLUTION AI CORPORATION
9995 SE Federal Highway, #1955
Hobe Sound, FL 33455

If to the Company, to:

Alexander Bafer, Chairman
RECALL STUDIOS, INC.
1115 Broadway, 12 th Floor,
New York, NY 10010

or such other addresses as shall be furnished in writing by any party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given (i) upon receipt, if personally delivered, (ii) on the day after dispatch, if sent by overnight courier, (iii) upon dispatch, if transmitted by telecopy and receipt is confirmed by telephone and (iv) three (3) days after mailing, if sent by registered or certified mail.

Section 7.04 Attorney's Fees. In the event that either party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing party shall be reimbursed by the losing party for all costs, including reasonable attorney's fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 7.05 Confidentiality. Each party hereto agrees with the other that, unless and until the transactions contemplated by this Agreement have been consummated, it and its representatives will hold in strict confidence all data and information obtained with respect to another party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other party, and shall not use such data or information or disclose the same to others, except (i) to the extent such data or information is published, is a matter of public knowledge, or is required by law to be published; or (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement. In the event of the termination of this Agreement, each party shall return to the other party all documents and other materials obtained by it or on its behalf and shall destroy all copies, digests, work papers, abstracts or other materials relating thereto, and each party will continue to comply with the confidentiality provisions set forth herein.

Section 7.06 Public Announcements and Filings. Unless required by applicable law or regulatory authority, none of the parties will issue any report, statement or press release to the general public, to the trade, to the general trade or trade press, or to any third party (other than its advisors and representatives in connection with the transactions contemplated hereby) or file any document, relating to this Agreement and the transactions contemplated hereby, except as may be mutually agreed by the parties. Copies of any such filings, public announcements or disclosures, including any announcements or disclosures mandated by law or regulatory authorities, shall be delivered to each party at least one (1) business day prior to the release thereof.

Section 7.07 Schedules; Knowledge. Each party is presumed to have full knowledge of all information set forth in the other party's schedules delivered pursuant to this Agreement.

Section 7.08 Third Party Beneficiaries. This contract is strictly between the Company, the EAI Shareholders and EAI, and, except as specifically provided, no director, officer, stockholder (other than the EAI Shareholders), employee, agent, independent contractor or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

Section 7.09 Expenses. Subject to Section 7.04 above, whether or not the Exchange is consummated, each of the Company and EAI will bear their own respective expenses, including legal, accounting and professional fees, incurred in connection with the Exchange or any of the other transactions contemplated hereby.

Section 7.10 Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter thereof and supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter.

Section 7.11 Survival; Termination. The representations, warranties, and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated for a period of two years.

Section 7.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

Section 7.13 Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may by amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

Section 7.14 Best Efforts. Subject to the terms and conditions herein provided, each party of EAI and the Company shall use its best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement so that the transactions contemplated hereby shall be consummated as soon as practicable. Each party of EAI and the Company also agrees that it shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective this Agreement and the transactions contemplated herein.

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, as of the date first-above written.

EVOLUTION AI CORPORATION
A Florida corporation

By: */s/ John C. Textor*
John C Textor, Chief Executive Officer

RECALL STUDIOS, INC.
A Florida corporation

By: */s/ Alexander Bafer*
Alexander Bafer, Chief Executive Officer

COMPOSITE EXHIBIT A
EVOLUTION AI CORPORATION SHAREHOLDERS SIGNATURE PAGE

Purchaser Name	No. Shares of EAI Common Stock	% of EAI's Outstanding Shares	No. Shares of the Company's Common Stock	% of Company's Outstanding Shares
John C Textor	30,155,391	95.3%		

Sign: */s/ John C. Textor*
Name: John C. Textor

R ECALL STUDIOS, INC.

Share Exchange Agreement

EAI Schedules

Schedule 1.06

Options or Warrants

NONE

Schedule 1.08

Litigation

NONE

RECALL STUDIOS, INC.

Share Exchange Agreement

COMPANY Schedules

Schedule 2.06

Options or Warrants

NONE

Schedule 2.08

Litigation

NONE

Execution Copy

CLOSING SHARE EXCHANGE AGREEMENT AND JOINDER

by and among

RECALL STUDIOS, INC.;

EVOLUTION AI CORPORATION

and

SHAREHOLDERS OF EVOLUTION AI CORPORATION

Dated as of August 8, 2018

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CLOSING SHARE EXCHANGE AGREEMENT AND JOINDER

Dated as of August 8, 2018

This Closing Share Exchange Agreement and Joinder (this "Closing Agreement") is entered into as of the date first set forth above (the "Closing Date") by and between (i) Recall Studios, Inc., a Florida corporation (the "Company"), (ii) EVOLUTION AI CORPORATION, a Florida corporation ("EAI"), (iii) the shareholders of EAI set forth on the signature pages hereof (the "Current Shareholder Parties"); and (iv) the other shareholders of EAI as set forth on the signature pages hereto (the "Joining Shareholders" and, together with the Current Shareholder Parties, the "EAI Shareholders"). The Company, EAI and the EAI Shareholders may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Company, EAI and the Current Shareholder Parties are parties to that certain Share Exchange Agreement, dated as of June 14, 2018 (the "Exchange Agreement");

WHEREAS, this Closing Agreement is made and entered into pursuant to Section 7.13 of the Exchange Agreement;

WHEREAS, the Joining Shareholders constitute all of the other shareholders of EAI, other than the Current Shareholder Parties, and each of the Joining Shareholders now wish to join this Closing Agreement as of the date hereof;

WHEREAS, the Company is a publicly held corporation organized under the laws of the State of Florida;

WHEREAS, EAI is a privately held company organized under the laws of Florida;

WHEREAS, the Company agrees to acquire up to all of the issued and outstanding shares of common stock of EAI, representing 100% of EAI's issued and outstanding shares of stock, from the EAI Shareholders in exchange for the issuance of one share of Series X Preferred Stock, par value $0.0001 per share (the "Series X Stock") for each 31.645 shares of EAI Common Stock issued and outstanding, with any fractional shares of Series X Stock issuable therefore being rounded to the nearest whole share of Series X Stock such that an aggregate of 1,000,000 shares of Series X Stock shall be issued for 100% of the issued and outstanding shares of stock of EAI, with each whole share of Series X Stock originally being convertible into 450 shares of common stock, par value $0.0001 per share, of the Company (the "Company Common Stock"), resulting in an aggregate of 450,000,000 shares of Company Common Stock issuable upon conversion of all of the Series X Stock (prior to any adjustments as set forth herein); and

WHEREAS, for Federal income tax purposes, it is intended that the Exchange qualify as a reorganization under the provisions of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the Parties to be derived herefrom, and intending to be legally bound hereby, the Parties hereby agree that the Exchange Agreement is hereby amended and restated in its entirety as set forth herein, and the Parties now agree as follows:

ARTICLE I JOINDER; DEFINITIONS

Section 1.01 Joinder. The Parties acknowledge and agree that the Joining Shareholders were not parties to the Exchange Agreement. As of the Closing Date, pursuant to the terms and conditions of the Exchange Agreement, each Joining Shareholder hereby agrees that upon execution of this Closing Agreement, such Joining Shareholder shall become a party to this Closing Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of this Closing Agreement as though an original party to the Exchange Agreement and to this Closing Agreement. Each Joining Shareholder hereby acknowledges receipt of, and the opportunity to review, this Closing Agreement and agrees to be bound by all of the provisions hereto as a party hereto, and, by executing this Closing Agreement, hereby accepts, adopts and agrees to all terms, conditions and representations set forth in the Exchange Agreement, as amended herein. The Parties further acknowledge and agree that additional Person(s) may join this Agreement following the Closing Date as additional "EAI Shareholders" by signing a joinder to this Agreement in form and substance as reasonably determined by the Company and such Person(s) and upon such execution shall be deemed an EAI Shareholder and a Party to this Agreement as of the Closing Date.

Section 1.02 Definitions. In addition to the terms defined herein, the following terms, as used herein, have the following meanings:

(a) "Accredited Investor" has the meaning set forth in Section 3.05(b).

(b) " **Business Day** " means any day except Saturday, Sunday or any other day on which commercial banks located in Florida are authorized or required by Law to be closed for business.

(a) "Losses" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that "Losses" shall not include (i) punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party or (ii) lost profits or consequential damages, in any case.

(b) "Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

(c) "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

(d) "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

(e) "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(f) "Transfer" means, with respect to any Exchange Share and the associated interest in the Company, a transaction by which any EAI Shareholder assigns such Exchange Share to another Person who is or becomes a shareholder of the Company, and includes a sale, assignment, gift, exchange or any other disposition by Law or otherwise, including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

Section 1.03 Interpretation. Unless the express context otherwise requires:

(a) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Closing Agreement, shall refer to this Closing Agreement as a whole and not to any particular provision of this Closing Agreement;

(b) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;

(c) the terms "Dollars" and "$" mean United States Dollars;

(d) references herein to a specific Section, Subsection, Recital or Exhibit shall refer, respectively, to Sections, Subsections, Recitals or Exhibits of this Closing Agreement;

(e) wherever the word "include," "includes," or "including" is used in this Closing Agreement, it shall be deemed to be followed by the words "without limitation";

(f) references herein to any gender shall include each other gender;

(g) references herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.03 is intended to authorize any assignment or transfer not otherwise permitted by this Closing Agreement;

(h) references herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity;

(i) references herein to any contract or agreement (including this Closing Agreement) mean such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;

(j) with respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding";

(k) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and

(l) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

ARTICLE II REPRESENTATIONS AND WARRANTIES REGARDING EAI

As an inducement to, and to obtain the reliance of the Company, except as set forth in the disclosure schedules delivered by EAI to the Company on the Closing Date (the "EAI Schedules") and referencing the Section of this ARTICLE II to which such exception or disclosure relates, the EAI Shareholders, jointly and severally, hereby represent and warrant to the Company, as of the Closing Date, as follows:

Section 2.01 Organization . EAI is a company duly organized, validly existing, and in good standing under the Laws of Florida and has the corporate power and has the power and authority under all applicable Laws to carry on its business in all material respects as it is now being conducted. Included in Section 2.01 of the EAI Schedules is a complete and correct copy of the Articles of Incorporation of EAI (the "EAI Articles") and Bylaws of EAI (the "EAI Bylaws") as in effect on the date hereof.

Section 2.02 Valid Obligation. The execution and delivery of this Closing Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the EAI Articles or the EAI Bylaws or applicable Law. EAI has taken all actions required by Law, the EAI Articles or the EAI Bylaws, or otherwise, to authorize the execution, delivery and performance of this Closing Agreement and the consummation of the transactions herein. This Closing Agreement has been duly executed and delivered by EAI and it constitutes a valid and legally binding agreement of EAI, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 2.03 Governmental Authorization. Neither the execution, delivery nor performance of this Closing Agreement by EAI requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with any means any Governmental Authority.

Section 2.04 Authorized Shares and Capital. EAI is authorized to issue 50,000,000 shares of common stock, par value $0.0001 per share (the "EAI Common Stock") and no shares of preferred stock. As of the Closing Date, there are 31,645,000 shares of EAI Common Stock issued and outstanding. The issued and outstanding shares of EAI Common Stock are validly issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any Person. Section 2.04 of the EAI Schedules sets forth the true, correct and complete capitalization of EAI, including all existing options, warrants, calls, or commitments of any character relating to the authorized and unissued stock of EAI. Except as disclosed in Section 2.04 of the EAI Schedules, there are no options, warrants, convertible securities, subscriptions, stock appreciation rights, phantom stock plans or stock equivalents or other rights, agreements, arrangements or commitments (contingent or otherwise) of any character issued or authorized by EAI relating to the issued or unissued capital stock of EAI (including, without limitation, rights the value of which is determined with reference to the capital stock or other securities of EAI) or obligating EAI to issue or sell any shares of capital stock of, or options, warrants, convertible securities, subscriptions or other equity interests in, EAI. There are no outstanding contractual obligations of EAI to repurchase, redeem or otherwise acquire any shares of EAI Common Stock or to pay any dividend or make any other distribution in respect thereof or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Person.

Section 2.05 Subsidiaries. EAI owns 128,386,844 shares of common stock, par value, $0.001 per share (the "Pulse Common Stock") of Pulse Evolution Corporation, a Nevada corporation ("Pulse") and 21,613,156 shares Series A preferred stock of Pulse (the "Pulse Preferred Stock") which is convertible into Pulse Common Stock on a one for one basis subject to anti-dilution adjustments, and which, when converted and added to the 128,386,844 shares of Pulse Common Stock equals 150,000,000 shares of Pulse Common Stock. The Pulse Common Stock and the Pulse Preferred Stock constitute approximately 60% of the issued and outstanding shares of common stock of Pulse on a fully converted basis. The capitalization table of Pulse as set forth in Section 2.05 of the EAI Schedules is true and correct in all respects. Except for its ownership interest in Pulse, EAI does not have any subsidiaries, and does not own, beneficially or of record, any shares of any other corporation or entity.

Section 2.06 Financial Statements.

(a) EAI has provided to the Company the balance sheets, statements of operations and statement of cash flows of EAI for the period ended March 31, 2018 and for the two month period from the formation of EAI to December 31, 2018 (the "EAI Financial Statements").

(b) The EAI Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved. The EAI Financial Statements are true and accurate and present fairly as of their respective dates the financial condition of EAI. As of the date of the EAI Financial Statements, except as and to the extent reflected or reserved against therein, EAI has no liabilities or obligations (absolute or contingent) which should be reflected in the balance sheets or the notes thereto prepared in accordance with generally accepted accounting principles, and all assets reflected therein will be properly reported and present fairly the value of the assets of EAI, in accordance with generally accepted accounting principles. The statements of operations, stockholders' equity and cash flows reflect fairly the information required to be set forth therein by generally accepted accounting principles consistently applied throughout the periods involved.

(c) EAI has duly and punctually paid all governmental fees and taxation which it has become liable to pay and has duly allowed for all taxation reasonably foreseeable and is under no liability to pay any penalty or interest in connection with any claim for governmental fees or taxation and EAI has made any and all proper declarations and returns for taxation purposes and all information contained in such declarations and returns is true and complete and full provision or reserves have been made in its financial statements for all Governmental fees and taxation.

(d) The books and records, financial and otherwise, of EAI are in all material aspects complete and correct and have been maintained in accordance with good business and accounting practices.

(e) All of EAI's assets are reflected on its financial statements, and, except as set forth in the EAI Schedules or the financial statements of EAI or the notes thereto, EAI has no material liabilities, direct or indirect, matured or unmatured, contingent or otherwise.

Section 2.07 Information. The information concerning EAI set forth in this Closing Agreement and in the EAI Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. In addition, EAI has fully disclosed in writing to the Company in this Closing Agreement or the EAI Schedules all information relating to matters involving EAI or its assets or its present or past operations or activities which (i) indicated or may indicate, in the aggregate, the existence of a greater than $50,000 liability, (ii) have led or may lead to a competitive disadvantage on the part of EAI or (iii) either alone or in aggregation with other information covered by this Section 2.07, otherwise have led or may lead to a material adverse effect on EAI, its assets, or its operations or activities as presently conducted or as contemplated to be conducted after the Closing Date, including, but not limited to, information relating to governmental, employee, environmental, litigation and securities matters and transactions with affiliates.

Section 2.08 Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of any of the EAI Shareholders after reasonable investigation, threatened by or against EAI or affecting EAI or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. No EAI Shareholder has any knowledge of any material default on EAI's part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default.

Section 2.09 Contracts.

(a) All "material" contracts, agreements, franchises, license agreements, debt instruments or other commitments to which EAI is a party or by which it or any of its assets, products, technology, or properties are bound other than those incurred in the ordinary course of business have been previously disclosed to the Company. A "material" contract, agreement, franchise, license agreement, debt instrument or commitment is one which (i) will remain in effect for more than six (6) months after the date of this Closing Agreement or (ii) involves aggregate obligations of at least fifty thousand dollars ($50,000).

(b) All contracts, agreements, franchises, license agreements, and other commitments to which EAI is a party or by which its properties are bound and which are material to the operations of EAI taken as a whole are valid and enforceable by EAI in all respects, except as limited by bankruptcy and insolvency Laws and by other Laws affecting the rights of creditors generally.

(c) Except as reflected in the EAI Financial Statements, EAI is not a party to any oral or written (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, (iii) agreement, contract, or indenture relating to the borrowing of money, (iv) guaranty of any obligation; (vi) collective bargaining agreement; or (vii) agreement with any present or former officer or director of EAI.

Section 2.10 Compliance With Laws and Regulations. EAI has complied in all material respects with all United States federal, state or local or any applicable foreign Laws applicable to EAI and the operation of its business, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of EAI or except to the extent that noncompliance would not result in the occurrence of any material liability for EAI. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

Section 2.11 Broker's, Finder's or Similar Fees. There are no brokerage commissions, finder's fees or similar fees or commissions payable by such EAI in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with EAI or any action taken by EAI.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE EAI SHAREHOLDERS

Each EAI Shareholder, severally and not jointly and solely with respect to the shares of EAI Common Stock held by such EAI Shareholder (with respect to each such EAI Shareholder, the "EAI Shares") and the Exchange Shares to be received by such EAI Shareholder with respect to the EAI Shares held by such EAI Shareholder, represents and warrants to the Company, as of the Closing Date, as follows:

Section 3.01 Organization . Such EAI Shareholder is a natural person or is an entity duly organized, validly existing, and in good standing under the Laws of the state of its organization and has the power and authority under all applicable Laws to carry on its business in all material respects as it is now being conducted.

Section 3.02 Valid Obligation. Such EAI Shareholder has taken all actions required by Law, its organizational documents, if applicable, or otherwise, to authorize the execution, delivery and performance of this Closing Agreement and the consummation of the transactions herein contemplated. This Closing Agreement has been duly executed and delivered by such EAI Shareholder and it constitutes a valid and legally binding agreement of such EAI Shareholder, enforceable against such EAI Shareholder in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 3.03 Governmental Authorization. Neither the execution, delivery nor performance of this Closing Agreement by such EAI Shareholder requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with any means any Governmental Authority.

Section 3.04 Title to and Issuance of the EAI Shares. Such EAI Shareholder is the record and beneficial owner and holder of the EAI Shares to be delivered at the Closing as set forth on Exhibit A, free and clear of any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, and any conditional sale or voting agreement or proxy, including any agreement to give any of the foregoing (collectively, "Liens"). None of the EAI Shares held by such EAI Shareholder are subject to pre-emptive or similar rights, either pursuant to any organizational document of EAI, requirement of Law or any contract, and no Person has any pre-emptive rights or similar rights to purchase or receive any of the EAI Shares or other interests in EAI from such EAI Shareholder.

Section 3.05 Investment Representations.

(a) Investment Purpose . Such EAI Shareholder understands and agrees that the consummation of this Closing Agreement including the delivery of the Exchange Shares (as hereinafter defined) to such EAI Shareholder in exchange for the EAI Shares as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933, as amended (the "Securities Act") and applicable state statutes and that the EAI Shares are being acquired for such EAI Shareholder's own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the Securities Act; provided, however, that by making the representations herein, such EAI Shareholder does not agree to hold any of the Exchange Shares for any minimum or other specific term and reserves the right to dispose of the Exchange Shares at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

(b) Accredited Investor Status . If so indicated on the signature page hereto for such EAI Shareholder, such EAI Shareholder is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor").

(c) Reliance on Exemptions . Such EAI Shareholder understands that the Exchange Shares are being offered and sold to such EAI Shareholder in reliance upon specific exemptions from the registration requirements of United States federal and state securities Laws and that the Company is relying upon the truth and accuracy of, and such EAI Shareholder's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such EAI Shareholder set forth herein in order to determine the availability of such exemptions and the eligibility of such EAI Shareholder to acquire the Exchange Shares.

(d) Information . Such EAI Shareholder and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Exchange Shares which have been requested by such EAI Shareholder or its advisors. Such EAI Shareholder and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Notwithstanding the foregoing, the Company has not disclosed to such EAI Shareholder any material nonpublic information and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to such EAI Shareholder. Such EAI Shareholder understands that its investment in the Exchange Shares involves a significant degree of risk. Such EAI Shareholder is not aware of any facts that may constitute a breach of any of the Company's representations and warranties made herein. Such EAI Shareholder has received and reviewed the SEC Reports and consents to such SEC Reports being delivered to such EAI Shareholder via the Company's filings with the SEC.

(e) Governmental Review . Such EAI Shareholder understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Exchange Shares.

(f) Transfer or Re-sale . Such EAI Shareholder understands that (i) the sale or re-sale of the Exchange Shares has not been and is not being registered under the Securities Act or any applicable state securities Laws, and the Exchange Shares may not be transferred unless (a) the Exchange Shares are sold pursuant to an effective registration statement under the Securities Act, (b) such EAI Shareholder shall have delivered to the Company, at the cost of such EAI Shareholder, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Exchange Shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company, (c) the Exchange Shares are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the Securities Act (or a successor rule) ("Rule 144")) of such EAI Shareholder who agrees to sell or otherwise transfer the Exchange Shares only in accordance with this Section 3.05 and who is an Accredited Investor, (d) the Exchange Shares are sold pursuant to Rule 144, or (e) the Exchange Shares are sold pursuant to Regulation S under the Securities Act (or a successor rule) ("Regulation S"), and such EAI Shareholder shall have delivered to the Company, at the cost of such EAI Shareholder, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Exchange Shares made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Exchange Shares under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the Units States Securities and Exchange Commission (the "SEC") thereunder; and (iii) except as otherwise set forth herein, neither the Company nor any other Person is under any obligation to register such Exchange Shares under the Securities Act or any state securities Laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Exchange Shares may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

(g) Legends . Such EAI Shareholder understands that Exchange Shares, until such time as the Exchange Shares have been registered under the Securities Act, may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Exchange Shares, and any shares of common stock into which the Exchange Shares may be converted, may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Exchange Shares):

> "NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE COMPANY), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT."

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of any Exchange Shares upon which it is stamped, if, unless otherwise required by applicable state securities Laws, (a) the Exchange Shares are registered for sale under an effective registration statement filed under the Securities Act or otherwise may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) such holder provides the Company with an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Exchange Shares may be made without registration under the Securities Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. Each of the EAI Shareholders agrees to sell all Exchange Shares, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any.

(h) Residency . Such EAI Shareholder is a resident of the jurisdiction, or organized in the jurisdiction, as set forth immediately below the EAI Shareholder's name on the signature pages hereto.

Section 3.06 Broker's, Finder's or Similar Fees. There are no brokerage commissions, finder's fees or similar fees or commissions payable by such EAI Shareholder in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with such EAI Shareholder or any action taken by such EAI Shareholder.

ARTICLE IV REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

As an inducement to, and to obtain the reliance of EAI and the EAI Shareholders, except as set forth in the disclosure schedules delivered by the Company to EAI on the Closing Date (the "Company Schedules") or as described in the SEC Reports (as defined below), the Company represents and warrants to the EAI Shareholders, as of the Closing Date, as follows:

Section 4.01 Organization . The Company is a company duly organized, validly existing, and in good standing under the laws of Florida and has the corporate power and is duly authorized under all applicable Laws to carry on its business in all material respects as it is now being conducted.

Section 4.02 Valid Obligation. The execution and delivery of this Closing Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Articles of Incorporation of the Company (the "Company Articles") or the Bylaws of the Company (the "Company Bylaws") or applicable Law. The Company has taken all actions required by Law, the Company Articles and the Company Bylaws, or otherwise, to authorize the execution, delivery and performance of this Closing Agreement and the consummation of the transactions herein. This Closing Agreement has been duly executed and delivered by the Company and it constitutes a valid and legally binding agreement of the Company, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 4.03 Governmental Authorization. Neither the execution, delivery nor performance of this Closing Agreement by the Company requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with any means any Governmental Authority.

Section 4.04 Capitalization. The Company's authorized capitalization consists of (a) 300,000,000 shares of Company Common Stock, of which 203,344,383 shares are issued and outstanding, and (b) 50,000,000 shares of preferred stock, par value $.0001 per share, of which (1) 5,000,000 shares are designated as the Series A Preferred stock, par value $0.0001 per share, and of which no shares are issued and outstanding; (2) 1,000,000 shares are designated as the Series B Preferred stock, par value $0.0001 per share, of which no shares are issued and outstanding; (3) 41,000,000 shares are designated as the Series C Preferred stock, par value $0.0001 per share, of which no shares are issued and outstanding; and (4) 1,000,000 shares are designated as the Series X Stock of which no shares are issued and outstanding. All issued and outstanding shares are legally issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any Person. Except as disclosed in the SEC Reports, there are no options, warrants, convertible securities, subscriptions, stock appreciation rights, phantom stock plans or stock equivalents or other rights, agreements, arrangements or commitments (contingent or otherwise) of any character issued or authorized by the Company relating to the issued or unissued capital stock of the Company (including, without limitation, rights the value of which is determined with reference to the capital stock or other securities of the Company) or obligating the Company to issue or sell any shares of capital stock of, or options, warrants, convertible securities, subscriptions or other equity interests in, the Company. There are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any shares of the Company Common Stock of the Company or to pay any dividend or make any other distribution in respect thereof or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Person.

Section 4.05 SEC Reports. The Company has filed all reports required to be filed by it under the Securities Act and the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) of the Exchange Act, (the "SEC Reports").

Section 4.06 Information. The information concerning the Company set forth in this Closing Agreement, the SEC Reports and the Company Schedules is complete and accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

Section 4.07 Absence of Certain Changes or Events. Since March 31, 2018 and except as disclosed in an SEC Report:

(a) there has not been (i) any material adverse change in the business, operations, properties, assets or condition of the Company or (ii) any damage, destruction or loss to the Company (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets or condition of the Company;

(b) the Company has not (i) amended the Company Articles or the Company Bylaws except as required by this Closing Agreement; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its capital stock; (iii) waived any rights of value which in the aggregate are outside of the ordinary course of business or material considering the business of the Company; (iv) made any material change in its method of management, operation, or accounting; (v) entered into any transactions or agreements other than in the ordinary course of business; (vi) made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee; (vii) increased the rate of compensation payable or to become payable by it to any of its officers or directors or any of its salaried employees whose monthly compensation exceed $1,000; or (viii) made any increase in any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement, made to, for or with its officers, directors, or employees;

(c) The Company has not (i) granted or agreed to grant any options, warrants, or other rights for its stock, bonds, or other corporate securities calling for the issuance thereof; (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the ordinary course of business; (iii) paid or agreed to pay any material obligations or liabilities (absolute or contingent) other than current liabilities reflected in or shown on the most recent the Company balance sheet and current liabilities incurred since that date in the ordinary course of business and professional and other fees and expenses in connection with the preparation of this Closing Agreement and the consummation of the transaction contemplated hereby; (iv) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights (except assets, properties, or rights not used or useful in its business which, in the aggregate have a value of less than $1,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value less than $1,000); (v) made or permitted any amendment or termination of any contract, agreement, or license to which it is a party if such amendment or termination is material, considering the business of the Company; or (vi) issued, delivered or agreed to issue or deliver, any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock), except in connection with this Closing Agreement; and

(d) to its knowledge, the Company has not become subject to any Law or regulation which materially and adversely affects, or in the future, may adversely affect, the business, operations, properties, assets or condition of the Company.

Section 4.08 Litigation and Proceedings. There are no actions, suits, proceedings or investigations pending or, to the knowledge of the Company after reasonable investigation, threatened by or against the Company or affecting the Company or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. The Company has no knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality or any circumstance which after reasonable investigation would result in the discovery of such default.

Section 4.09 Contracts.

(a) The Company is not a party to, and its assets, products, technology and properties are not bound by, any material leases, contract, franchise, license agreement, agreement, debt instrument, obligation, arrangement, understanding or other commitments whether such agreement is in writing or oral ("Contracts").

(b) The Company is not a party to or bound by, and the properties of the Company are not subject to any Contract, agreement, other commitment or instrument; any charter or other corporate restriction; or any judgment, order, writ, injunction, decree, or award; and

(c) The Company is not a party to any oral or written (i) contract for the employment of any officer or employee; (ii) profit sharing, bonus, deferred compensation, stock option, severance pay, pension benefit or retirement plan, (iii) agreement, contract, or indenture relating to the borrowing of money, (iv) guaranty of any obligation, (vi) collective bargaining agreement; or (vii) agreement with any present or former officer or director of the Company.

Section 4.10 No Conflict With Other Instruments. The execution of this Closing Agreement and the consummation of the transactions contemplated by this Closing Agreement will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of, any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Company is a party or to which any of its assets, properties or operations are subject.

Section 4.11 Compliance With Laws and Regulations. The Company has complied in all material respects with all Laws applicable to the Company and the operation of its business, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of the Company or except to the extent that noncompliance would not result in the occurrence of any material liability for the Company. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

Section 4.12 Approval of Agreement. The Board of Directors of the Company (the "Company Board") has authorized the execution and delivery of this Closing Agreement by the Company and has approved this Closing Agreement and the transactions contemplated hereby.

Section 4.13 Material Transactions or Affiliations . There exists no contract, agreement or arrangement between the Company and any predecessor and any Person who was at the time of such contract, agreement or arrangement an officer, director, or Person owning of record or known by the Company to own beneficially, 5% or more of the issued and outstanding common stock of the Company and which is to be performed in whole or in part after the date hereof or was entered into not more than three years prior to the date hereof. Neither any officer, director, nor 5% Shareholders of the Company has, or has had since inception of the Company, any known interest, direct or indirect, in any such transaction with the Company which was material to the business of the Company. The Company has no commitment, whether written or oral, to lend any funds to, borrow any money from, or enter into any other transaction with, any such affiliated Person.

Section 4.14 OTC Marketplace Quotation. The Company Common Stock is quoted on the OTC 'QB' tier of the OTC Markets under the symbol "BTOP." There is no action or proceeding pending or, to the Company's knowledge, threatened, against the Company by the Financial Industry Regulatory Authority, Inc. ("FINRA") with respect to any intention by such entity to prohibit or terminate the quotation of the Company Common Stock on the OTC-QB tier.

Section 4.15 Broker's, Finder's or Similar Fees. There are no brokerage commissions, finder's fees or similar fees or commissions payable by the Company in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with the Company or any action taken by the Company.

ARTICLE V SHARE EXCHANGE

Section 5.01 The Exchange. On the terms and subject to the conditions set forth in this Closing Agreement, the closing of the transactions set forth herein (the "Closing") shall occur on the Closing Date immediately following the execution of this Closing Agreement. The Closing shall occur at the offices of the Company or at such other location as agreed to by the Company and EAI. At the Closing, the EAI Shareholders shall sell, assign, transfer and deliver to the Company, free and clear of all Liens, pledges, encumbrances, charges, restrictions or known claims of any kind, nature, or description, all of the EAI Shares held by each of them, as set forth on Exhibit A, in exchange for shares of Series X Stock in the amounts as set forth on Exhibit A (the "Exchange Shares"). Notwithstanding the forgoing definition, in the event that, following the Closing, the Exchange Shares are converted to shares of Company Common Stock in accordance with the terms and conditions herein, any reference herein to the "Exchange Shares" shall be deemed a reference to the shares of Company Common Stock into which the Exchange Shares are so converted.

Section 5.02 Deliverables at the Closing.

(a) At the Closing, each EAI Shareholder shall deliver to the Company:

(i) Any certificates representing the EAI Shares held by such EAI Shareholder, together with duly executed stock powers in the form as attached hereto as Exhibit C, or such other instruments of transfer as reasonably requested by the Company, duly executed in blank and with all required stock transfer stamps affixed, in form and substance satisfactory to the Company as required for the same to be transferred to the ownership of the Company, with all necessary transfer Tax and other revenue stamps, acquired at each EAI Shareholder's expense, affixed;

(ii) A Lock-Up Agreement, as required by Section 6.07, duly executed by the applicable EAI Shareholder; and

(iii) a photocopy of a government-issued identification card or driver's license of the applicable EAI Shareholder or, in the event that such EAI Shareholder is not a citizen of the United States, a photocopy of a government-issued passport for the applicable EAI Shareholder.

(b) At the Closing, the Shareholders' Representative shall deliver to the Company a Lock-Up Agreement, as required by Section 6.07, duly executed by the Shareholders' Representative on behalf of the applicable EAI Shareholder.

(c) At the Closing, EAI shall deliver to the Company:

(i) The originals of the corporate minute books, books of account, contracts, records, and all other books or documents of EAI now in the possession of EAI or its representatives;

(ii) A voting agreement by and between John Textor and Alexander Bafer, in form and substance as reasonably acceptable to the parties thereto (the "Voting Agreement"), duly executed by John Textor; and

(iii) a certificate of good standing, issued by the Secretary of State of the State of Florida and dated as of a date within three Business Days of the Closing Date.

(d) At the Closing, the Company:

(i) Shall cause the Company's transfer agent to record in the stock ledger of the Company the applicable portion of the Exchange Shares to be issued to each EAI Shareholder as set forth on Exhibit A;

(ii) shall deliver to John Textor the Voting Agreement, duly executed by Alexander Bafer; and

(iii) shall deliver to the Shareholders' Representative, for further distribution to the EAI shareholders, the Lock-Up Agreements, duly executed by an officer of the Company.

Section 5.03 Tax Consequences. For U.S. federal income tax purposes, the Exchange is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder. The Parties adopt this Closing Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

Section 5.04 Conveyance Taxes. The EAI Shareholders will pay all sales, use, value added, transfer, stamp, registration, documentary, excise, real property transfer or gains, or similar Taxes incurred as a result of the transactions contemplated by this Closing Agreement.

Section 5.05 Actions Following the Closing. At and following the Closing, and upon reasonable request by any of the other Parties post-Closing, each EAI Shareholder shall execute, acknowledge, and deliver (or shall ensure to be executed, acknowledged, and delivered), any and all certificates, opinions, financial statements, schedules, agreements, resolutions, rulings or other instruments required by this Closing Agreement to be so delivered at or prior to the Closing, together with such other items as may be reasonably requested by the Parties and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby.

ARTICLE VI COVENANTS AND ADDITIONAL AGREEMENTS

Section 6.01 Joinder. The Parties acknowledge and agree that the Joining Shareholders were not parties to the Exchange Agreement. As of the Closing Date, pursuant to the terms and conditions of the Exchange Agreement, each Joining Shareholder hereby agrees that upon execution of this Closing Agreement, such Joining Shareholder shall become a party to this Closing Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of this Closing Agreement as though an original party to the Exchange Agreement and to this Closing Agreement. Each Joining Shareholder hereby acknowledges receipt of, and the opportunity to review, this Closing Agreement and agrees to be bound by all of the provisions hereto as a party hereto, and, by executing this Closing Agreement, hereby accepts, adopts and agrees to all terms, conditions and representations set forth in the Exchange Agreement, as amended herein.

Section 6.02 Series X Stock. The Parties acknowledge and agree that the Company has, prior to the date hereof, designated 1,000,000 shares of its preferred stock as the Series X Stock. The terms and conditions of the Series X Stock are as set forth in the Certificate of Designations for the Series X Stock as attached hereto as Exhibit B (the "Series X Certificate of Designation"). Each whole share of Series X Stock is initially convertible into 450 shares of Company Common Stock, with any fractional shares of Series X Stock being convertible into a proportionate number of shares of Company Common Stock, with any fractional shares of Company Common Stock issuable as a result of such conversion being rounded up to the next nearest whole share of Company Common Stock, upon the Company effecting the Reverse Split set forth in Section 6.03 or increasing the number of authorized shares of Company Common Stock as set forth in Section 6.04, or a combination thereof, as necessary to effect such conversion. The Parties acknowledge that the conversion ratio of the Series X Stock and therefore the number of shares of Company Common Stock to be issued on conversion thereof as referenced herein shall be equitably adjusted in the event of the Reverse Split as described in Section 6.03.

Section 6.03 Reverse Stock Split. Following the Closing Date, the Company intends to complete a reverse stock split of the Common Stock on such terms as determined by the Company Board, currently contemplated to be a 1 for 25 reverse stock split, wherein each 25 issued and outstanding shares of Company Common Stock shall be exchange and combined into one new share of Company Common Stock, with any resulting fractional shares to be rounded up to the nearest whole share of Common Stock, and with the authorized shares of Company Common Stock not being adjusted (the "Reverse Split"). Assuming that the Reverse Split is consummated at the currently contemplated 1-for-25 structure, and assuming that the Series X Stock has not been converted into Company Common Stock prior to the Reverse Split occurring, following the Reverse Split each share of Series X Stock will be convertible into 0.5688 shares of Company Common Stock.

Section 6.04 Increase of Authorized Stock. The Parties acknowledge and agree that the Company currently does not have sufficient shares of Company Common Stock authorized to enable conversion of all of the shares of Series X Stock to be issued in the Exchange. Following the Closing, in the event that following the Reverse Split the Company still does not have sufficient shares of Company Common Stock authorized so as to enable the conversion of all of the shares of Series X Stock to be issued hereunder, the Company shall use its commercially reasonable efforts to effect an amendment of the Company Articles to increase the authorized shares of Company Common Stock thereunder so as to enable conversion of all of the shares of Series X Stock to be issued in the Exchange (the "Authorized Share Increase"). The Series X Certificate of Designation provides that the conversion of the Series X Stock into Company Common Stock shall occur automatically upon the Authorized Share Increase.

Section 6.05 Agreement to Vote. In any vote of the shareholders of the Company as required to effect the Reverse Split or the Authorized Share Increase, each EAI Shareholder covenants and agrees to vote all shares of Company Common Stock and Series X Stock held by such EAI shareholder "FOR" approval of the Reverse Split and the Authorized Share Increase, and any amendment(s) of the Company Articles as required in connection therewith.

Section 6.06 Registration Statement . As promptly as practicable after the Closing Date and the completion of the Authorized Share Increase, the Company shall use its commercially reasonable efforts to prepare and file a resale registration statement either separately or in conjunction with a follow on or merger registration (the "Registration Statement") with the SEC to register shares of Company Common Stock that are issued upon conversion of the Series X Stock upon completion of the Authorized Share Increase, in an amount not to exceed thirty percent (30%) of the total outstanding shares of stock or such amount as the SEC requires in order to qualify as a re-sale registration, to be apportioned amongst the EAI Shareholders pro rata based on their respective ownership of the shares of Company Common Stock that are issued upon conversion of the Series X Stock. The Registration Statement shall contain a resale prospectus for the benefit of such EAI Shareholders as selling stockholders. The Company shall use its reasonable best efforts to cause the Registration Statement to be reviewed by the SEC and, subject to such review period, to become effective under the Securities Act as soon after such filing as practicable and to keep the Registration Statement effective until the final sale by the selling stockholders of all shares of Company Common Stock registered on the Registration Statement.

Section 6.07 Lock-Up Agreements. At the Closing, the Company and each of the EAI Shareholders shall enter into a lock-up agreement in the form as attached hereto as Exhibit D (the "Lock-Up Agreement") which the Parties acknowledge will be executed by the Shareholders' Representative on behalf of each EAI Shareholder, which (i) shall prohibit any Transfer of the shares of Series X Stock held by the EAI Shareholders and (ii) shall, following the conversion of the Series X Stock to Company Common Stock and for a period thereafter through the date which is the 6 month anniversary of the date on which the Registration Statement is declared effective by the SEC, limit the amount of open market sales of the Company Common Stock by each EAI Shareholder to an amount that is equal to (i) 10% of the average weekly trading volume of the Company Common Stock on the over-the-counter markets or any national securities exchange on which the Company Common Stock is then traded, as reported by NASDAQ or such other customary reporting service as determined by the Company, multiplied by (ii) a fraction, the numerator of which is the number of shares of Company Common Stock issued to such EAI Shareholder upon conversion of the Series X Stock issued to such EAI Shareholder at the Closing and the denominator of which is the total number of shares of Company Common Stock issued to all of the EAI Shareholders upon conversion of the Series X Stock issued to all EAI Shareholders pursuant at the Closing. The Lock-Up Agreements shall not preclude the EAI Shareholders, following the conversion of the Series X Stock to Company Common Stock, from selling the Company Common Stock in block transactions through a qualified investment bank which is either selected or approved by the Company. The Parties acknowledge and agree that, pursuant to the power of attorney granted to the Shareholders' Representative by the EAI Shareholders in Section 6.09 and pursuant to the terms and conditions of the Lock-Up Agreement, the Shareholders' Representative shall have the power to execute and deliver, on behalf of each EAI Shareholder, any amendments to the Lock-Up Agreement of such EAI Shareholder as determined to be required by the Shareholders' Representative to be in the best interests of the Company and all of its shareholders and as may be agreed between the Company and the Shareholders' Representative.

Section 6.08 Officers and Directors. Immediately following the Closing, Alexander Bafer shall resign as the Chief Executive Officer of the Company, and the Company Board shall take such actions as necessary to name John Textor as the Chief Executive Officer of the Company and as a director on the Company Board. Following the Closing, Alexander Bafer shall be named the Executive Chairman of the Company and the Company and Alexander Bafer shall enter into an employment agreement in connection therewith, in form and substance as reasonably acceptable to such parties.

Section 6.09 Shareholders' Representative.

(a) Each EAI Shareholder constitutes and appoints John Textor (the "Shareholders' Representative") as its representative and its true and lawful attorney in fact, with full power and authority in its name and on its behalf:

(i) to act on such EAI Shareholder's behalf in the absolute discretion of Shareholders' Representative with respect to all matters relating to this Closing Agreement, including execution and delivery of any amendment, supplement, or modification of this Closing Agreement and any waiver of any claim or right arising out of this Closing Agreement and to execute and deliver any other documents as required, in the determination of the Shareholders' Representative, to effect the provisions herein;

(ii) to execute and deliver the Lock-Up Agreement to be delivered by each such EAI Shareholder, and thereafter to undertake, agree to, execute and deliver any amendments to such Lock-Up Agreement as determined to be necessary in the discretion of the Shareholders' Representative; and

(iii) in general, to do all things and to perform all acts, including executing and delivering all agreements, certificates, receipts, instructions, and other instruments contemplated by or deemed advisable by the Shareholders' Representative to effectuate the provisions of this Section 6.09.

(b) This appointment and grant of power and authority is coupled with an interest and is in consideration of the mutual covenants made in this Closing Agreement and is irrevocable and will not be terminated by any act of any EAI Shareholder or by operation of Law, whether by the death or incapacity of any EAI Shareholder or by the occurrence of any other event. Each EAI Shareholder hereby consents to the taking of any and all actions and the making of any decisions required or permitted to be taken or made by Shareholders' Representative pursuant to this Section 6.09. Each EAI Shareholder agrees that Shareholders' Representative shall have no obligation or liability to any Person for any action taken or omitted by Shareholders' Representative in good faith, even if taken or omitted negligently, and each EAI Shareholder shall indemnify and hold harmless Shareholders' Representative from, and shall pay to Shareholders' Representative the amount of, or reimburse Shareholders' Representative for, any Loss that Shareholders' Representative may suffer, sustain, or become subject to as a result of any claim made or threatened against Shareholders' Representative in his capacity as such.

(c) The Company shall be entitled to rely upon any document or other paper delivered by Shareholders' Representative as being authorized by EAI Shareholders and each EAI Shareholder, and the Company shall not be liable to any EAI Shareholder for any action taken or omitted to be taken by the Company based on such reliance.

(d) Until all obligations under this Closing Agreement shall have been discharged, EAI Shareholders who, immediately prior to the Closing, are entitled in the aggregate to receive more than fifty percent (50%) of the Exchange Shares, may, from time to time upon notice to the Company, appoint a new Shareholders' Representative upon the death, incapacity, or resignation of Shareholders' Representative. If, after the death, incapacity, or resignation of Shareholders' Representative, a successor Shareholders' Representative shall not have been appointed by EAI Shareholders within fifteen (15) Business Days after a request by the Company, the Company may appoint a Shareholders' Representative from among the EAI Shareholders to fill any vacancy so created by notice of such appointment to EAI Shareholders.

ARTICLE VII MISCELLANEOUS

Section 7.01 Governing Law; Waiver of Jury Trial.

(a) This Closing Agreement shall be governed by, enforced, and construed under and in accordance with the Laws of the State of Florida, without giving effect to the principles of conflicts of Law thereunder. Each of the Parties (a) irrevocably consents and agrees that any legal or equitable action or proceedings arising under or in connection with this Closing Agreement shall be brought exclusively in the state or federal courts of the United States with jurisdiction in Palm Beach County, Florida. By execution and delivery of this Closing Agreement, each Party irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights such Party may now or hereafter have to object to such jurisdiction.

(b) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 7.01(b).

(c) Each of the Parties acknowledge that each has been represented in connection with the signing of this waiver by independent legal counsel selected by the respective Party and that such Party has discussed the legal consequences and import of this waiver with legal counsel. Each of the Parties further acknowledge that each has read and understands the meaning of this waiver and grants this waiver knowingly, voluntarily, without duress and only after consideration of the consequences of this waiver with legal counsel.

Section 7.02 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Closing Agreement were not performed by them in accordance with the terms hereof or were otherwise breached and that each Party hereto shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of the provisions hereof and to enforce specifically the terms and provisions hereof, without the proof of actual damages, in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) the other Party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 7.03 Notices.

(a) Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by email with return receipt requested and received, or via overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to EAI, to:

EVOLUTION AI CORPORATION
Attn: John Textor, Chairman
9995 SE Federal Highway, #1955
Hobe Sound, FL 33455
Email: john.textor@evolutionai.com

If to the Company, to:

RECALL STUDIOS, INC.
Attn: Alexander Bafer, Chairman
1115 Broadway, 12 th Floor,
New York, NY 10010
Email: abafer@recallstudios.com

If to any EAI Shareholder, to the address of such EAI Shareholder as set forth on Exhibit A.

(b) Any Party may change its address for notices hereunder upon notice to each other Party in the manner for giving notices hereunder.

(c) Any notice hereunder shall be deemed to have been given (i) upon receipt, if personally delivered, (ii) on the day after dispatch, if sent by overnight courier, (iii) upon dispatch, if transmitted by email with receipt confirmed by recipient and (iv) three (3) days after mailing, if sent by registered or certified mail.

Section 7.04 Attorney's Fees. In the event that any Party institutes any action or suit to enforce this Closing Agreement or to secure relief from any default hereunder or breach hereof, the prevailing Party shall be reimbursed by the losing Party for all costs, including reasonable attorney's fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 7.05 Confidentiality . Each Party agrees with the other that, unless and until the transactions contemplated by this Closing Agreement have been consummated, it and its representatives will hold in strict confidence all data and information obtained with respect to another Party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other Party, and shall not use such data or information or disclose the same to others, except (i) to the extent such data or information is published, is a matter of public knowledge, or is required by Law to be published; or (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Closing Agreement. In the event of the termination of this Closing Agreement, each Party shall return to the other Party all documents and other materials obtained by it or on its behalf and shall destroy all copies, digests, work papers, abstracts or other materials relating thereto, and each Party will continue to comply with the confidentiality provisions set forth herein.

Section 7.06 Public Announcements and Filings. Unless required by applicable Law or regulatory authority, none of the parties will issue any report, statement or press release to the general public, to the trade, to the general trade or trade press, or to any third party (other than its advisors and representatives in connection with the transactions contemplated hereby) or file any document, relating to this Closing Agreement and the transactions contemplated hereby, except as may be mutually agreed by the parties. Copies of any such filings, public announcements or disclosures, including any announcements or disclosures mandated by Law, shall be delivered to each Party at least one (1) Business Day prior to the release thereof.

Section 7.07 Schedules; Knowledge. Each Party is presumed to have full knowledge of all information set forth in each other Party's schedules delivered pursuant to this Closing Agreement.

Section 7.08 Third Party Beneficiaries. This contract is strictly between the Parties, and, except as specifically provided, no director, officer, stockholder (other than the EAI Shareholders), employee, agent, independent contractor or any other Person shall be deemed to be a third party beneficiary of this Closing Agreement.

Section 7.09 Expenses. Subject to Section 7.04, whether or not the Exchange is consummated, each Party will bear their own respective expenses, including legal, accounting and professional fees, incurred in connection with the Exchange or any of the other transactions contemplated hereby.

Section 7.10 Entire Agreement. This Closing Agreement and the other documents referenced herein (including the Lock-Up Agreements) represent the entire agreement between the Parties relating to the subject matter thereof and supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter. If any provision of this Closing Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing Law rather than voided, if possible, in order to achieve the intent of the Parties and, in any event, the remaining provisions of this Closing Agreement shall remain in full force and effect and shall be binding upon the Parties.

Section 7.11 Survival; Termination. The representations, warranties, and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated for a period of two years.

Section 7.12 Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at Law, or in equity, and may be enforced concurrently herewith, and no waiver by any Party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. This Closing Agreement may by amended at any time by a writing signed by all Parties, provided that additional Persons may join this Agreement as contemplated herein, which joinder shall not be deemed an amendment of this Agreement. Any term or condition of this Closing Agreement may be waived or the time for performance may be extended by a writing signed by the Party or Parties for whose benefit the provision is intended. Neither any failure or delay in exercising any right or remedy hereunder or in requiring satisfaction of any condition herein nor any course of dealing shall constitute a waiver of or prevent any Party from enforcing any right or remedy or from requiring satisfaction of any condition. No notice to or demand on a Party waives or otherwise affects any obligation of that Party or impairs any right of the Party giving such notice or making such demand, including any right to take any action without notice or demand not otherwise required by this Closing Agreement. No exercise of any right or remedy with respect to a breach of this Closing Agreement shall preclude exercise of any other right or remedy, as appropriate to make the aggrieved Party whole with respect to such breach, or subsequent exercise of any right or remedy with respect to any other breach.

Section 7.13 Arm's Length Bargaining; No Presumption Against Drafter. This Closing Agreement has been negotiated at arm's-length by parties of equal bargaining strength, each represented by counsel or having had but declined the opportunity to be represented by counsel and having participated in the drafting of this Closing Agreement. This Closing Agreement creates no fiduciary or other special relationship between the Parties, and no such relationship otherwise exists. No presumption in favor of or against any Party in the construction or interpretation of this Closing Agreement or any provision hereof shall be made based upon which Person might have drafted this Closing Agreement or such provision.

Section 7.14 Headings. The headings contained in this Closing Agreement are intended solely for convenience and shall not affect the rights of the Parties.

Section 7.15 No Assignment or Delegation. No Party may assign any right or delegate any obligation hereunder, including by merger, consolidation, operation of law, or otherwise, without the written consent of the all of the other Parties and any purported assignment or delegation without such consent shall be void, in addition to constituting a material breach of this Closing Agreement. This Closing Agreement shall be binding on the permitted successors and assigns of the Parties.

Section 7.16 Further Assurances. Each Party shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such Party's obligations hereunder, necessary to effectuate the transactions contemplated by this Closing Agreement.

Section 7.17 Efforts. Subject to the terms and conditions herein provided, each Party shall use its commercially reasonable efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Closing Agreement. Each Party also agrees that it shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to consummate and make effective this Closing Agreement and the transactions contemplated herein.

Section 7.18 Counterparts. This Closing Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument. The execution and delivery of a facsimile or other electronic transmission of a signature to this Closing Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Closing Agreement to be executed by their respective officers, hereunto duly authorized, as of the Closing Date.

EVOLUTION AI CORPORATION

By: */s/ John C. Textor*
Name: John C. Textor
Title: Chief Executive Officer

Recall Studios, Inc.

By: */s/ Alexander Bafer*
Name: Alexander Bafer
Title: Chief Executive Officer

[Signatures continue on following pages]

EAI Shareholders:

Full legal name of EAI Shareholder:

/s/

By: Aoternins Imperium Privatization
Name:
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Jim Berney

By: */s/ Jim Berney*
Name:
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Carsten Law PC

By: */s/ Eric J. Carsten*
Name: Eric J. Carsten
Title: President
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Century Venture SA

By: */s/ Rene Eichenberger*
Name: Rene Eichenberger
Title: Legal Representative
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Greg Centineo

By: */s/ Greg Centineo*
Name: Greg Centineo
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Yoemy Daniela Colon

By: */s/ Yoemy Daniela Colon*
Name: Yoemy Daniela Colon
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [X] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Jordan Fiksenbaun

By: */s/ Jordan Fiksenbaum*
Name: Jordan Fiksenbaum
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Anand Gupta

By: */s/ Anand Gupta*
Name: Anand Gupta
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [X] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

By: Darcey Grant Hewitt
Name: */s/ Darcey Hewitt*
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

/s/ Jeffrey Jampol

By:
Name: Jeffrey Jampol
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

John A. King and Agnes M. King

By:
Name: */s/ John A. King and Agnes M. King*
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Robert Laimo

By: */s/ Robert Laimo*
Name: Robert Laimo
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Montero Holdings LLC

By: */ s/ Yoemy Daniela Colon*
Name: Yoemy Daniela Colon
Title: Manager
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [X] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Julie Natale

By: */s/ Julie Natale*
Name: Julie Natale
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Original Force Ltd

By: */s/*
Name: [Illegible]
Title: CEO
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Pulse Filipe Holdings XV Ltd.

By: */s/ Michael J. Mortell*
Name: Michael J. Mortell
Title: Manager
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Pulse Filipe Holdings XVIII Ltd.

By: */s/ Michael J. Mortell*
Name: Manager
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Pulse Filipe Holdings XIX Ltd.

By: */s/ Michael J. Mortell*
Name: Manager
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Pulse Filipe Holdings XX Ltd.

By: */s/ Michael J. Mortell*
Name: Manager
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Pulse Filipe Holdings XXI Ltd.

By: */s/ Michael J. Mortell*
Name: Manager
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Pulse Filipe Holdings XVI Ltd.

By: */s/ Michael J. Mortell*
Name: Manager
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Pulse Filipe Holdings XVII Ltd.

By: */s/ Michael J. Mortell*
Name: Manager
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Frank Mathew Patterson, III

By: */s/ Frank Patterson*
Name: Frank Patterson
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

SHANGHAI VIRTUAL INVESTMENT MANAGEMENT CO, LTD

[SEAL]

By: /s/

Name: Liu Liang

Title:

(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Scott Christopher Smith

By: */s/ Scott C. Smith*
Name: Scott C. Smith
Title:
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Josiah A. Spauldy III

By: */s/ Josiah A. Spauldy III*
Name: Josiah A. Spauldy III
Title: Individual
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

By: */s/ Enrique Steiger*

Name: Enrique Steiger

Title:

(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

/s/ Gary Stiffelman

By: Self

Name: Gary Stiffelman

Title: Gary S. Stiffelman

(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

JOHN C. TEXTOR AND DEBORAH W. TEXTOR, WIFE

By: */s/ John C. Textor*
Name: John C. Textor
Title: Individually
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

By: */s/ John C. Textor*
Name: John C. Textor
Title: Individually
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

DEBORAH W. TEXTOR

By: */s/ Deborah W. Textor*
Name: Deborah W. Textor
Title: Individually
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

DEBORAH W. TEXTOR, AS CUSTODIAN FOR ADDISON W. TEXTOR, UNDER THE FLORIDA UNIFORM TRANSFERS TO MINORS ACT

By: */s/ Deborah W. Textor*
Name: Deborah W. Textor
Title: Custodian for W. Addison Textor
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

The Estate of Marilyn Monroe, LLC

By: */s/ Kevin P. Clarke*
Name: Kevin P. Clarke
Title: CFO
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Visionary Consultants LLC

By: */s/ Robert Centineo*
Name: Visionary Consultants LLC
Robert Centineo
Title: Pres
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

Miralco Holding AG

By: */s/ Oko Kung / Nicole Kung*
Name: Oko Kung / Nicole Kung
Title: Directors
(if applicable)

The EAI Shareholder is an Accredited Investor:
[X] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

JENS REIDEL

By: */s/ Michael Wunderlich*
Name: Michael Wunderlich
Title: POA
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

CHRISTINE DINSE

By: */s/ Michael Wunderlich*
Name: Michael Wunderlich
Title: POA
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

EAI Shareholders:

Full legal name of EAI Shareholder:

JR BETEILIGUNGS HOLDING AG

By: */s/ Michael Wunderlich*
Name: Michael Wunderlich
Title: MD
(if applicable)

The EAI Shareholder is an Accredited Investor:
[ ] Yes [ ] No

[EAI Shareholders Signature Page to Closing Agreement]

Exhibit A

EAI Shares and Exchange Shares

	Evolution AI Shares	Recall Shares Series X 1,000,000
Jacksonville Injury Center LLC	100,000	3,160
SHAREHOLDER		-
TEXTOR, JOHN C. AND DEBORAH W., TBTE	16,500,000	521,409
HEWITT, DARCEY	350,000	11,060
AETERNITAS IMPERIUM PRIVATSTIFTUNG	142,840	4,514
JIM BERNEY	553,849	17,502
CARSTEN LAW PC	642,500	20,303
CENTURY VENTURE SA	1,846,161	58,340
GREG CENTINEO	521,711	16,486
YOEMY DANIELA COLON	50,000	1,580
JORDAN FIKSENBAUM	1,000,000	31,601
ANAND GUPTA	500,000	15,800
JEFFREY JAMPOL	260,054	8,218
JOHN A KING & AGNES M KING JTTEN	137,313	4,339
ROBERT LAIMO	15,000	474
MONTEGRA HOLDINGS LLC	50,000	1,580
JULIE NATALE	10,000	316
ORIGINAL FORCE LTD	1,238,000	39,122
PULSE FILIPE HOLDINGS XV, LTD.	6,369	201
PULSE FILIPE HOLDINGS XVIII, LTD.	6,369	201
PULSE FILIPE HOLDINGS XIX, LTD.	3,185	101
PULSE FILIPE HOLDINGS XX, LTD.	1,592	50
PULSE FILIPE HOLDINGS XXI, LTD.	1,592	50
PULSE FILIPE XVI, LTD.	3,185	101
PULSE FILIPE XVII, LTD.	637	20
FRANK MATHEW PATTERSON, III	1,246,161	39,379
SHANGHAI VIRTUAL INVESTMENT MANAGEMENT	1,238,000	39,122
SCOTT C SMITH	121,750	3,847
JOSIAH A. SPAULDING, JR.	115,201	3,640
ENRIQUE STEIGER	646,157	20,419
GARY S. STIFFELMAN	260,054	8,218
DEBORAH W. TEXTOR, AS CUSTODIAN FOR ADDISON W. TEXTOR	442,091	13,970
DEBORAH W TEXTOR	520,107	16,436
JOHN TEXTOR	154,413	4,880
THE ESTATE OF MARILYN MONROE, LLC	789,393	24,945
VISIONARY CONSULTANTS LLC	10,000	316
MIRALCO HOLDING AG	1,979,396	62,550
JENS REIDEL	91,152	2,880
CHRISTINE DINSE	10,368	328
JR BETEILIGUNGS HOLDING AG	80,400	2,541
	31,645,000	1,000,000

Exhibit B

Certificate of Designations of Series X Preferred Stock

(Attached)

ARTICLES OF AMENDMENT

OF

Recall Studios, Inc.

a Florida corporation

Recall Studios, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the Florida Business Corporation Act (the "Act"), does hereby certify that pursuant to the provisions of Sections 607.0821, 607.0602 and 607.0603 of the Act, the Corporation hereby states as follows:

1. The name of the corporation is Recall Studios, Inc.

2. Pursuant to a Unanimous Written Consent of the Board of Directors of the Corporation dated July 31, 2018, the Board of Directors duly adopted the resolutions set forth below, and shareholder action was not required.

WHEREAS, the Articles of Incorporation of the Corporation authorize the issuance by the Corporation of 300,000,000 shares of common stock, $0.0001 par value per share (the "Common Stock'') and 50,000,000 shares of preferred stock, par value $0.0001 per share (the "Preferred Stock"), and, further, authorizes the Board of Directors of the Corporation, by resolution or resolutions, at any time and from time to time, to divide and establish any or all of the unissued shares of Preferred Stock not then allocated to any series into one or more series and, without limiting the generality of the foregoing , to fix and determine the designation of each such share, the number of shares which shall constitute such series and certain preferences, limitations and relative rights of the shares of each series so established;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby designate 1,000,000 shares of the Preferred Stock as the Series X Convertible Preferred Stock, par value $0.0001 per share (the "Series X Preferred Stock"), and the designation and number of shares thereof and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series and the qualifications, limitations and restrictions thereof are as follows:

SERIES X CONVERTIBLE PREFERRED STOCK

Section 1. Powers and Rights of Series X Convertible Preferred Stock . There is hereby designated a class of Preferred Stock of the Corporation as "Series X Convertible Preferred Stock" par value $0.0001 per share (the "Series X Preferred Stock"). The number of shares, powers, terms, conditions, designations, preferences and privileges, relative, participating, optional and other special rights, and qualifications, limitations and restrictions, if any, of the Series X Preferred Stock shall be as set forth in these Articles of Amendment (this "Certificate of Designations").

(a) Number . The number of authorized shares of the Series X Preferred Stock is 1,000,000 shares. Fractions of a share of Series X Preferred Stock may be issued.

(b) Dividends and Distributions . Holders of shares of Series X Preferred Stock shall be entitled to receive dividends and distributions as and when paid on the shares of common stock, par value $0.0001 per share (the "Common Stock") of the Corporation, on an as-converted basis, assuming that such shares of Series X Preferred Stock had been converted into shares of Common Stock immediately prior to the payment of such dividend or distribution and notwithstanding any limitations on such conversion as set forth herein, unless and until such shares of Series X are converted to Common Stock as set forth herein.

(c) Voting Rights . Holders of shares of Series X Preferred Stock shall be entitled to vote on an as converted basis with the shares of Common Stock, and voting with the Common Stock as one class, assuming that such shares of Series X Preferred Stock had been converted into shares of Common Stock immediately prior to the record date for such vote and notwithstanding any limitations on such conversion as set forth herein, unless and until such shares of Series X are converted to Common Stock as set forth herein.

(d) Preferences upon Liquidation . The Series X Preferred Stock shall not have any preferences in the event of any liquidation, dissolution or winding up of the Corporation, either voluntarily or involuntarily, a merger or consolidation of the Corporation wherein the Corporation is not the surviving entity, or a sale of all or substantially all of the assets of the Corporation (each, a "Liquidation Event"), but shall participate with the Common Stock on any distributions made to the Common Stock in connection with any Liquidation Event on an as converted basis, assuming that such shares of Series X Preferred Stock had been converted into shares of Common Stock immediately prior to the payment of such dividend or distribution and notwithstanding any limitations on such conversion as set forth herein, unless and until such shares of Series X are converted to Common Stock as set forth herein.

(e) Conversion . Each share of Series X Preferred Stock shall convert into shares of Common Stock subject to the following terms and conditions.

(i) Upon the effectiveness of an amendment to the Articles of Incorporation of the Corporation (the "Articles") following the date of the issuance of any shares of Series X Preferred Stock (the "Issuance Date") which effects a reverse stock split of the Common Stock or increases the authorized shares of Common Stock of the Corporation, or a combination thereof, by an amount sufficient to enable the conversion of all issued and outstanding shares of Series X Preferred Stock, each whole share of Series X Preferred Stock then issued and outstanding shall, automatically and without any further action of any holder of the Series X Preferred Stock (each, a "Series X Holder"), convert into 450 (the "Conversion Ratio") shares of Common Stock, with any fractional shares of Series X Stock being converted into a proportionate number of shares of Common Stock, and with any fractional shares of Common Stock issuable as a result of such conversion being rounded up to the next nearest whole share of Common Stock (the "Series X Conversion Shares").

(ii) No Series X Holder shall have any right to voluntarily effect conversions of the Series X Preferred Stock, and any such conversions shall be accomplished, if at all, solely pursuant to Section 1(e)(i).

(iii) Upon any such conversion of the Series X Preferred Stock pursuant to the terms and conditions herein, the Corporation shall, upon surrender by the applicable Series X Holders of the certificate(s) representing the shares of Series X Preferred Stock to the Corporation, issue to the applicable Series X Holders the applicable number of Series X Conversion Shares and a new certificate for any remaining shares of Series X Preferred Stock held by such Series X Holders. In the event that a Series X Holder does not surrender to the Corporation the certificate(s) representing the shares of Series X Preferred Stock as required by this Section 1(e)(iii), the Corporation shall nonetheless have the right to record in the books and records of the Corporation the Series X Holder as the holder of the applicable Series X Conversion Shares and the applicable reduced number of shares of Series X Preferred Stock.

(iv) Adjustments .

(A) In the event of any forward or reverse split of the Common Stock following the Issuance Date, the Conversion Ratio of the Series X Preferred Stock shall be proportionately and equitably adjusted automatically. By way of example and not limitation, in the event of a one-for-two reverse split of the Common Stock, whereby each share of Common Stock is converted into one half of a share of Common Stock, each share of Series X Preferred Stock not so converted as of such time shall thereafter be convertible into 225 shares of Common Stock. By way of further example and not limitation, in the event of a two-for-one forward split of the Common Stock, whereby each share of Common Stock is converted into two shares of Common Stock, each share of Series X Preferred Stock not so converted as of such time shall thereafter be convertible into 900 shares of Common Stock.

(B) In the event that at any time or from time to time after the Issuance Date, the Common Stock issuable upon the conversion of the Series X Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend or reorganization provided for elsewhere herein), then and in each such event each Series X Holder shall thereafter have the right upon conversion to receive, the kind and amount of shares of stock and other securities, cash and property receivable upon such recapitalization, reclassification or other change, by holders of the number of shares of Common Stock which the Series X Holder would have received had it converted such shares immediately prior to such recapitalization, reclassification or other change, at the Conversion Ratio then in effect (the kind, amount and price of such stock and other securities to be subject to adjustments as herein provided). Prior to the consummation of any recapitalization, reclassification or other change contemplated hereby, the Corporation will make appropriate provision to ensure that each of the Series X Holders will thereafter have the right to acquire and receive in lieu of or in addition to (as the case may be) the shares of Common Stock otherwise acquirable and receivable upon the conversion of such Series X Holder's Series X Preferred Stock, such shares of stock, securities or assets that would have been issued or payable in such recapitalization, reclassification or other change with respect to or in exchange for the number of shares of Common Stock which would have been acquirable and receivable upon the conversion of such Series X Holder's Series X Preferred Stock had such recapitalization, reclassification or other change not taken place (without taking into account any limitations or restrictions on the timing or amount of conversions). In the event of such recapitalization, reclassification or other change, the formula set forth herein for conversion and redemption shall be equitably adjusted to reflect such change in number of shares or, if shares of a new class of stock are issued, to reflect the market price of the class or classes of stock issued in connection with the above described events.

(C) If at any time or from time to time after the Issuance Date there is a capital reorganization of the Common Stock (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere herein) then, as a part of such reorganization, provisions shall be made so that the Series X Holders shall thereafter be entitled to receive upon conversion of their shares of Series X Preferred Stock the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock deliverable upon conversion would have been entitled to receive had the Series X Holder converted such shares immediately prior to such capital reorganization, at the Conversion Ratio then in effect. In any such case, appropriate adjustments shall be made in the application of the provisions of this Section 1(e)(iv) with respect to the rights of the Series X Holders after such capital reorganization to the extent that the provisions of this Section 1(e)(iv) shall be applicable after that event and be as equivalent as may be practicable, including, by way of illustration and not limitation, by equitably adjusting the formula set forth herein for conversion and redemption to reflect the market price of the securities or property issued in connection with the above described events.

(D) If any event occurs of the type contemplated by the foregoing provisions of this Section 1(e)(iv) but not expressly provided for by such provisions, then the Corporation's Board of Directors will make an appropriate adjustment in the Conversion Ratio so as to protect the rights of Series X Holders of the Series B Preferred Stock; provided, however, that no such adjustment will decrease the Conversion Ratio as otherwise determined pursuant to this Section 1(e)(iv).

(v) Reissuance . Shares of Series X Preferred Stock converted into Common Stock pursuant to the terms of this Certificate of Designations may not be reissued by the Corporation.

(vi) Fractional Shares . No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of the Series X Preferred Stock. As to any fraction of a share of Common Stock as to which the Series X Holder would otherwise be entitled upon such conversion, the Corporation shall round such fractional share of Common Stock up to the next whole share of Common Stock.

(vii) Transfer Taxes and Expenses . The issuance of Series X Conversion Shares on conversion of Series X Preferred Stock shall be made without charge to any Series X Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Series X Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Series X Conversion Shares upon conversion in a name other than that of the Series X Holders of such shares of Series X Preferred Stock, and the Corporation shall not be required to issue or deliver such Series X Conversion Shares unless or until the Person (as defined below) or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. For purposes hereof, "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

Section 2. Miscellaneous .

(a) Notices . Any and all notices or other communications or deliveries to be provided by the Series X Holders shall be in writing and delivered personally, by facsimile, via email with return receipt requested, sent by a nationally recognized overnight courier service, addressed to the Corporation at the primary offices of the Corporation. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, via email with return receipt requested, sent by a nationally recognized overnight courier service addressed to each Series X Holder at the email, facsimile, telephone number or address of such Series X Holder appearing on the books of the Corporation, or if no such facsimile telephone number or address appears, at the principal place of business of the Series X Holder. Any notice or other communication or delivery hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 2(a) prior to 5:30 p.m. (Eastern time); (ii) upon receipt of a return receipt if sent via email; (iii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 2(a) later than 5:30 p.m. (Eastern time) on any date and earlier than 11:59 p.m. (Eastern time) on such date, (iv) the second Business Day (as defined below) following the date of mailing, if sent by nationally recognized overnight courier service, or (v) upon actual receipt by the party to whom such notice is required to be given.

(b) Legend . Any certificates representing the Series X Preferred Stock shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such stock certificates):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION ARE NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

(c) Lost or Mutilated Series X Preferred Stock Certificate . If a Series X Holder's Series X Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series X Preferred Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.

(d) Waiver . Any waiver by the Corporation or the Series X Holder of a breach of any provision of this Certificate of Designations shall not operate as, or be construed to be a waiver of, any other breach of such provision or of any breach of any other provision of this Certificate of Designations. The failure of the Corporation or the Series X Holder to insist upon strict adherence to any term of this Certificate of Designations on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designations. Any waiver must be in writing.

(e) Severability . If any provision of this Certificate of Designations is invalid, illegal or unenforceable, the balance of this Certificate of Designations shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest.

IN WITNESS WHEREOF, Recall Studios, Inc. has caused these Articles of Amendment to be signed by a duly authorized officer on this 3rd day of August, 2018.

Recall Studios, Inc.

/s/ Alexander Bafer

Name: Alexander Bafer
Title: Chief Executive Officer

Exhibit C

IRREVOCABLE STOCK POWER FOR EVOLUTION AI CORPORATION

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned seller ("Seller") hereby assigns, transfers, and conveys to Recall Studios, Inc., a Florida corporation, all of Seller's right, title, and interest in and to _____shares of common stock, par value $0.0001 per share (the "Shares"), of EVOLUTION AI CORPORATION, a Florida corporation (the "Company"), which are not represented by certificates, and hereby irrevocably appoints the President and Secretary of the Company as Seller's attorney-in-fact to transfer said Shares on the books of the Company, with full power of substitution in the premises.

Date: August ___, 2018

Full legal name of Seller: _____

By: _____

Name: _____

Title: _____
(if applicable)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____day of _____, 2018, by _____, who is personally known to me or who has produced _____ as identification.

Notary's Signature _____

Print Notary's Name _____

NOTARY PUBLIC, State of _____

My commission expires:

Exhibit D

Form of Lock-Up Agreement

(Attached)

LOCK-UP AGREEMENT FOR EXCHANGE AGREEMENT

Dated as of August 8, 2018

This Lock-Up Agreement (this "Agreement") is dated as of the date first set forth above (the "Effective Date"), and is entered into by and between Recall Studios, Inc., a Florida corporation (the "Company") and the holder of securities of the Company whose name is set forth on the signature page hereof (the "Holder").

WHEREAS, the Company is undertaking a share exchange transaction with EVOLUTION AI CORPORATION, a Florida corporation ("EAI"), pursuant to a Share Exchange Agreement dated as of June 14, 2018, as amended by the Closing Share Exchange Agreement and Joinder dated as of the date hereof, (as so amended, the "Exchange Agreement"); and

WHEREAS, the execution and delivery of this Agreement by the Holder are required by the Exchange Agreement at the Closing (as defined in the Exchange Agreement) and the Holder agrees that it shall benefit from the successful completion of the transactions contemplated in the Exchange Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Defined Terms . Terms used herein without definition shall have the meaning given them in the Exchange Agreement.

2. Representations and Warranties . The Holder hereby represents and warrants that the Holder has full power and authority to enter into this Agreement. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto.

3. No Transfers . For so long as the Holder holds any shares of Series X Stock, holder shall not Transfer or attempt to Transfer any such shares of Series X Stock.

4. Lock-Up . Following the date on which the shares of Series X Stock are converted into shares of Company Common Stock and for a period thereafter through the date which is the 6 month anniversary of the date on which the Registration Statement is declared effective by the SEC (the "Lock-Up Period", provided, however, that the Company may determine to shorten the Lock-Up Period in its sole discretion), Holder will not, except as permitted by Section 5 and Section 6, directly or indirectly:

   (a) offer for Transfer or Transfer (or enter into any transaction or device that is designed to, or could be expected to, result in the Transfer by any person at any time in the future of) any shares of Company Common Stock received by the Holder upon conversion of the shares of Series X Stock (the "Shares");

   (b) enter into any swap or other derivatives transaction that Transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Shares, whether any such transaction is to be settled by delivery of Shares or other securities, in cash or otherwise; or

(c) publicly disclose the intention to do any of the foregoing.

5. Permitted Sales . Notwithstanding Section 4, during the Lock-Up Period, the Holder may Transfer, in any calendar week, a number of Shares that is equal to (i) 10% of the average weekly trading volume of the Common Stock on the over-the-counter markets or any national securities exchange on which the Common Stock is then traded, as reported by NASDAQ or such other customary reporting service as determined by the Company, multiplied by (ii) a fraction, the numerator of which is the number of Shares issued to the Holder upon conversion of the Series X Stock issued to such Holder pursuant to the Exchange Agreement and the denominator of which is the total number of Shares issued to all of the EAI Shareholders upon conversion of the Series X Stock issued to all EAI Shareholders pursuant to the Exchange Agreement.

6. Exclusions . The provisions of Section 4 and Section 5 shall not apply to Transfers of Shares in block transactions through a qualified investment bank which is either selected or approved by the Company.

7. Right to Decline Transfer . The Company and its transfer agent on its behalf are hereby authorized (a) to decline to register any transfer of securities if such transfer would constitute a violation or breach of this Agreement and (b) to imprint on any certificate representing Shares a legend describing the restrictions contained herein. Holder hereby authorizes the Company and its transfer agent, during the Lock-Up Period, to place stop-transfer restrictions on the stock register and other records relating to the Shares.

8. Notices . All notices, consents, approvals, requests and other communications hereunder shall be in provided and delivered in accordance with the terms and conditions of the Exchange Agreement.

9. Amendment . This Agreement may be amended or modified by written agreement executed by the Holder and the Company, provided, however, that (i) the Company and the Holder acknowledge and agree that, pursuant to the power of attorney granted to the Shareholders' Representative by the EAI Shareholders in the Exchange Agreement and pursuant to the terms and conditions herein, the Shareholders' Representative shall have the power to execute and deliver, on behalf of the Holder, any amendments to this Agreement as determined to be required by the Shareholders' Representative to be in the best interests of the Company and all of its shareholders and as may be agreed between the Company and the Shareholders' Representative, and any such amendment may operate to amend any of the terms and conditions herein; and (ii) the Company may agree to shorten the Lock-Up Period and/or increase the number of Shares that may be Transferred during the Lock-Up Period, in writing in its sole discretion.

10. Further Assurances . Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

11. Governing Law . The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Florida, without application of the conflict of laws provisions thereof.

12. Provisions of Exchange Agreement Incorporated. The terms and provisions of Article VII of the Exchange Agreement ("Miscellaneous"), other than Section 7.12 (Amendment or Waiver), Section 7.17 (Efforts) and Section 7.18 (Counterparts) thereof, are incorporated hereby by reference and shall apply to this Agreement as though fully set forth herein, provided that any reference therein to the "Exchange Agreement" shall be deemed a reference to this Agreement and any reference therein to a "Party" or the "Parties" shall be deemed a reference to a party hereto or the parties hereto.

13. Counterparts . This Agreement may be executed in facsimile and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Holder and the Company have caused this Agreement to be duly executed as of the date first indicated above.

Recall Studios, Inc.

By: _____
Name: Alexander Bafer
Title: Chief Executive Officer

Holder:

Name: _____
By: The Shareholders' Representative pursuant to the terms and conditions of the Exchange Agreement:

By: _____
Name: John Textor

VOTING AGREEMENT

THIS VOTING AGREEMENT (this " **Agreement** "), is made and entered into as of August 8, 2018 by and among John Textor ("Textor") and Alexander Bafer ("Bafer"), each a holder (" **Key Holder** ") of stock in Recall Studios, Inc., a Florida Corporation (the " **Company** "). This Agreement shall remain in force and effect until the Company has qualified for listing, and is listed for trading, on the New York Stock Exchange, Nasdaq Stock Market or similar national securities exchange, and upon such listing for trading, this Agreement shall automatically and without any further action of any of the parties hereto, terminate and the the rights and obligations under this Agreement shall terminate at such time.

RECITALS

A. Concurrently with the execution of this Agreement, the Company is entering into a Share Exchange Agreement (the " **Share Exchange Agreement** ") providing for the exchange of the Company's stock, and in connection with that agreement the parties desire to provide certain Key Holders with the right, among other rights, to designate the election of certain members of the board of directors of the Company (the " **Board** ") in accordance with the terms of this Agreement.

B. The parties also desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the Company's capital stock held by them will be voted on, or tendered in connection with (1) an acquisition or sale of the Company or (2) an increase in the number of shares of Common Stock required to provide for the conversion of the Company's Series X Preferred Stock.

NOW, THEREFORE, the parties agree as follows:

1. Voting Provisions Regarding Board of Directors .

1.1 Size of the Board . Each Key Holder agrees to vote, or cause to be voted, all Shares (as defined below) owned by such Key Holder, or over which such Key Holder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board shall remain at five (5) directors unless or until the Key Holders unanimously determine to increase such Board size pursuant to the provisions contained within the Company's By-Laws, at which time each Key Holder shall use Key Holder's reasonable efforts to effectuate such agreement consistent with such By-Laws. For purposes of this Agreement, the term "Shares" shall mean and include any securities of the Company the holders of which are entitled to vote for members of the Board, including without limitation, all shares of Common Stock and Series X Preferred, by whatever name called, now owned or subsequently acquired by a Key Holder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2 Board Composition . Each Key Holder agrees to vote, or cause to be voted, all Shares owned by such Key Holder, or over which such Key Holder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure, unless otherwise agreed in writing, that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board:

(a) Alexander Bafer;

(b) John Textor;

(c) Bradley Albert;

(d) Frank Esposito; and

(e) Justin Morris;

1.3 Availability of Board Member; Expansion of Board . In the absence of any persons listed in Section 1.2 are not available to serve as a director, the Key Holders shall amend this Agreement to replace such person(s) with replacement directors, provided, however, that if Bafer is the person who is unavailable then Bafer shall identify the replacement person alone and if Textor is the person who is unavailable then Textor shall identify the replacement person. The Key Holders agree that if or when the size of the Board is increased, it shall be increased to a total number of seven (7) and Section 1.2 shall be amended to add two (2) additional persons, who Textor shall have the right, but not the obligation, to name with the advice and consent of Bafer, and the Key Holders agrees to vote their shares for such additional persons as set forth in Section 1.2.

1.4 Removal of Board Members . Each Key Holder also agrees to vote, or cause to be voted, all Shares owned by such Key Holder, or over which such Key Holder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Section 1.2 of this Agreement may be removed from office other than for cause unless such removal is directed or approved by the agreement of the Key Holders;

(b) any vacancies created by the resignation, removal or death of any director elected pursuant to Section 1.2 will be filled pursuant to the written agreement of the Key Holders.

All Key Holders agree to execute any written consents required to perform the obligations of this Agreement, and the Company agrees at the request of any party entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors.

1.5 No Liability for Election of Recommended Directors . No Key Holder, nor any Affiliate of any Key Holder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Key Holder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

2. Vote to Increase Authorized Common Stock . Each Key Holder agrees to vote or cause to be voted all Shares owned by such Key Holder, or over which such Key Holder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Series X Preferred Stock outstanding at any given time.

2.1 Successors and Assigns . The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

2.2 Governing Law . To the extent that the General Corporation Law of the state of Delaware (the " **DGCL** ") purports to apply to this Agreement, the DGCL shall apply. In all other cases, this Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the internal laws of the state of New York applicable to agreements made and to be performed entirely in such state, without giving effect to the conflict or choice of law principles thereof. For all matters arising directly or indirectly from this Agreement (" **Agreement Matters** "), each of the parties hereto hereby (i) irrevocably consents and submits to the sole exclusive jurisdiction of the United States District Court for the Southern District of New York and any state court in the state of New York that is located in New York County (and of the appropriate appellate courts from any of the foregoing) in connection with any legal action, lawsuit, arbitration, mediation, or other legal or quasi legal proceeding (" **Proceeding** ") directly or indirectly arising out of or relating to any Agreement Matter; provided that a party to this Agreement shall be entitled to enforce an order or judgment of any such court in any United States or foreign court having jurisdiction over the other party, (ii) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding which is brought in any such court has been brought in an inconvenient forum, (iii) waives, to the fullest extent permitted by law, any immunity from jurisdiction of any such court or from any legal process therein, (iv) irrevocably waives, to the fullest extent permitted by law, any right to a trial by jury in connection with a Proceeding, (v) agrees not to commence any Proceeding other than in such courts, and (vi) agrees that service of any summons, complaint, notice or other process relating to such Proceeding may be effected in the manner provided for the giving of notice as set forth in herein.

2.3 Counterparts . This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.* , www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

2.4 Titles and Subtitles . The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

2.5 Notices . All notices and other communications given or made pursuant to this Agreement shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt.

2.6 Consent Required to Amend, Terminate or Waive . Other than as set forth in the introductory paragraph hereto or in Section 1.3, this Agreement may be amended or terminated and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by all of the Key Holders. Notwithstanding the foregoing:

(a) this Agreement may not be amended or terminated and the obser-vance of any term of this Agreement may not be waived with respect to any Key Holder without the written consent of such Key Holder unless such amendment, termination or waiver applies to all Key Holders, as the case may be, in the same fashion;

(b) the consent of the Key Holders shall not be required for any amendment or waiver if such amendment or waiver either (A) is not directly applicable to the rights of the Key Holders hereunder; or (B) does not adversely affect the rights of the Key Holders in a manner that is different than the effect on the rights of the other parties hereto;

(c) any provision hereof may be waived by the waiving party on such party's own behalf, without the consent of any other party.

2.7 Delays or Omissions . No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

2.8 Severability . The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

2.9 Entire Agreement . This Agreement (including the Exhibits hereto), the Restated Certificate and the other Transaction Agreements (as defined in the Share Exchange Agreement) constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

2.10 Stock Splits, Stock Dividends, etc . In the event of any issuance of Shares of the Company's voting securities hereafter to any of the Key Holders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement.

2.11 Manner of Voting . The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applica-ble law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

2.12 Further Assurances . At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder. Further, the Parties hereto represent and warrant that they will take no action that violates the underlying purpose of this Agreement.

2.13 Costs of Enforcement . If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

2.14 Aggregation of Stock . All Shares held or acquired by a Key Holder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first written above.

KEY HOLDERS:

ALEXANDER BAFER

/s/ Alexander Bafer

JOHN TEXTOR

/s/ John Textor

Employment Agreement

Recall Studios, Inc. – John Textor

This Employment Agreement (this "Agreement") is made and entered into as of August 8, 2018, by and between Recall Studios, Inc., a Florida corporation (the "Company") and John Vasquez (the "Executive"). The parties acknowledge and agree that this Agreement is entered into in connection with the Closing Share Exchange Agreement and Joinder entered into as of the date hereof by and between the Company, EVOLUTION AI CORPORATION, a Florida corporation ("EAI") and the shareholders of EAI. The Company and Executive may collectively be referred to as the "Parties" and each individually as a "Party."

WHEREAS, the Company desires to employ the Executive as its Chief Executive Officer and the Executive desires to serve in such capacity on behalf of the Company.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the Company and the Executive hereby agree as follows:

1. Employment.

(a) Term. The term of this Agreement (the "Term") shall begin as of the date first set forth above (the "Commencement Date") and shall end at the time of the termination of the Executive's employment in accordance with Section 3.

(b) Duties. The Executive shall serve as the Chief Executive Officer of the Company and shall report directly to the Board of Directors of the Company (the "Board"). The Executive shall have such duties and responsibilities as are consistent with Executive's position as Chief Executive Officer of the Company. In addition, the Executive shall perform all other duties and accept all other responsibilities incident to such position as may be reasonably assigned to Executive by the Board.

(c) Best Efforts. During the period of Executive's employment, the Executive shall devote Executive's best efforts and full-time and attention to promote the business and affairs of the Company and its affiliated companies, and shall be engaged in other business activities only to the extent that such activities are not competitive with the Company and do not interfere or conflict with Executive's obligations to the Company hereunder, including, without limitation, the obligations pursuant to Section 6. Notwithstanding the foregoing, the Executive may (A) serve on corporate, civic, educational, philanthropic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities hereunder. The foregoing shall also not be construed as preventing the Executive from investing Executive's assets in such form or manner as will not require any significant services on Executive's part in the operation of the affairs of the businesses or entities in which such investments are made; provided, however, that the Executive shall not invest in any business competitive with the Company, except that the Executive shall be permitted to own not more than 5% of the stock of those companies whose securities are listed on a national securities exchange or quoted on the OTC Markets.

2. Compensation and Other Benefits .

(a) Base Salary . As compensation for the services to be rendered hereunder, the Company shall pay to the Executive an annual base salary of $500,000 (the "Base Salary"). The Base Salary may be subject to annual increases (but not decreases), as determined in the sole discretion of the Compensation Committee (the "Compensation Committee") of the Board if the Company has established a Compensation Committee, otherwise by the Board. The Base Salary shall be paid in accordance with the Company's payroll policies.

(b) Bonus . The Executive shall be eligible for an annual target bonus payment equal, as a percentage of the Base Salary, to that received by all other C-Suite executives, subject to a minimum bonus of $100,000 per year. Subject to the minimum bonus set forth herein, the Bonus shall be determined based on the achievement of certain performance objectives of the Company as established by the Compensation Committee and communicated to the Executive in writing as soon as practicable after commencement of the year in respect of which the Bonus is paid. The Bonus may be greater or less than the target or minimum Bonus, based on the level of achievement of the applicable performance objectives.

(c) Equity Awards . The Executive shall be eligible to receive stock options and other equity-based compensation awards under the Company's incentive compensation plans and otherwise.

(d) Expenses . The Company shall reimburse the Executive for all necessary and reasonable travel, entertainment and other business expenses incurred by Executive in the performance of Executive's duties hereunder in accordance with such reasonable procedures as the Company may adopt generally from time to time.

(e) Vacation . The Executive shall be entitled to vacation, holiday and sick leave at levels no less than commensurate with those provided to any other executive vice president, or comparable senior officer of the Company, in accordance with the Company's vacation, holiday and other pay-for-time-not-worked policies.

(f) Retirement and Welfare Benefits . The Executive shall be entitled to participate in the Company's health, life insurance, long and short-term disability, dental, retirement, and medical programs, if any, pursuant to their respective terms and conditions, on a basis no less than commensurate with those provided to any other executive vice president of the Company. Nothing in this Agreement shall preclude the Company or any affiliate of the Company from terminating or amending any employee benefit plan or program from time to time after the Commencement Date, provided that any such amendment or termination shall be effective as to the Executive only if it is equally applicable to every other senior executive officer of the Company.

(g) Perquisites . The Executive shall be provided with such other executive perquisites as may be provided to other executive vice presidents of the Company (including but not limited to health insurance and the use of a Company-provided automobile of a type similar to that being provided to other executive vice presidents of the Company and all operating and insurance costs related thereto).

(h) Except as specifically provided to the contrary in this Agreement, Executive's compensation and benefits, including those paid or provided under this Section 2, shall be fair and reasonable, giving due regard to compensation and benefits paid to other executives similarly situated, having similar duties and responsibilities, and similar skills, credentials, and qualifications.

3. Termination .

(a) Termination by the Company . The Company may terminate the Executive's employment hereunder at any time for Cause or without Cause (as defined below).

(b) Termination by Executive . The Executive may resign from Executive's employment hereunder at any time, either with Good Reason (as defined below) or without Good Reason.

(c) Termination by Death or Disability . In the event of the Executive's death or total disability (as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended) during the Term, the Executive's employment shall terminate on the date of death or total disability.

(d) Payments and Events Upon Termination .

(1) Upon any termination of Executive's employment by the Company, whether by the Company with cause or without Cause, or by Executive without or without Good Reason, or pursuant to Section 3(c):

(i) the Company shall pay to Executive the Base Salary and benefits (then owed, or accrued and owed in the future, but in all events and without increasing the Executive's rights under any other provision hereof, excluding any Bonus payments not yet paid) through the date of termination;

(ii) the Company shall pay to Executive accrued but unpaid Bonus and benefits (then owed or accrued) through the date of termination; and

(iii) the Company shall pay to executive any unreimbursed expenses incurred by the Executive pursuant to Section 2(d).

(2) Upon any termination of Executive's employment by the Company without Cause, or by the Executive with Good Reason, in addition to the payments and actions set forth in Section 3(d)(1):

(i) the Company shall pay to Executive an amount equal to the Base Salary (other than Bonus) as determined as of the date of termination; and

(ii) any unvested incentive awards (whether based in equity or cash, and specifically including, but not limited to, stock options and restricted stock) then held by the Executive shall immediately be vested in full.

(3) Upon any termination of Executive's employment by the Company with Cause, or by the Executive without Good Reason, in addition to the payments and actions set forth in Section 3(d)(1), any unvested incentive awards (whether based in equity or cash, and specifically including, but not limited to, stock options and restricted stock) then held by the Executive shall immediately be forfeited.

(4) Each of the payments and items in Section 3(d)(1) and Section 3(d)(2)(i) shall be paid within 10 days following the date of termination.

(e) "Cause" Defined .

(1) As used in this Agreement, termination for "Cause" shall mean a termination based upon:

(i) a material violation by Executive of any material written rule or policy of the Company (A) for which violation any employee may be terminated pursuant to the written policies of the Company reasonably applicable to an executive employee, and (B) which the Executive fails to correct within 10 days after the Executive receives written notice from the Board of such violation;

(ii) misconduct by the Executive to the material and demonstrable detriment of the Company; or

(iii) the Executive's conviction (by a court of competent jurisdiction, not subject to further appeal) of, or pleading guilty to, a felony.

(2) "Cause" shall not exist unless and until the Company has delivered to the Executive, along with the notice of Termination for Cause, a copy of a resolution duly adopted by the Board (excluding the Executive if the Executive is a Board member) at a meeting of the Board called and held for such purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with counsel, to be heard before the Board), finding that in the good faith opinion of the Board an event set forth in clauses (i), (ii) or (iv) above has occurred and specifying the particulars thereof in detail.

(f) "Good Reason" Defined .

(1) For the purposes of this Agreement, "Good Reason" means the occurrence, without the Executive's express written consent, of any of the following:

(i) a significant diminution by the Company of the Executive's role with the Company or a significant detrimental change in the nature and/or scope of the Executive's status with the Company (including a diminution in title);

(ii) a reduction in Base Salary or target or maximum Bonus, other than as part of an across the board reduction in salaries of management personnel (including all vice presidents and positions above) of less than 20%;

(iii) at any time following a Change of Control (as defined below), a material diminution by the Company of compensation and benefits (taken as a whole) provided to the Executive immediately prior to a Change of Control;

(iv) the relocation of the Executive's principal executive office to a location more than 50 miles further from the Executive's principal residence than the Executive's principal executive office immediately prior to such relocation, or any requirement that the Executive be based anywhere other than the Executive's principal executive office; or

(v) any other material breach by the Company of any of the terms and conditions of this Agreement.

(2) A "Change of Control" shall be deemed to have occurred if, after the Commencement Date, (i) the beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of securities representing more than 50% of the combined voting power of the Company is acquired by any "person" as defined in sections 13(d) and 14(d) of the Exchange Act (other than the Company, any subsidiary of the Company, or any trustee or other fiduciary holding securities under an employee benefit plan of the Company), (ii) the merger or consolidation of the Company with or into another corporation where the shareholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, shares representing in the aggregate 50% or more of the combined voting power of the securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any) in substantially the same proportion as their ownership of the Company immediately prior to such merger or consolidation, or (iii) the sale or other disposition of all or substantially all of the Company's assets to an entity, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned directly or indirectly by shareholders of the Company, immediately prior to the sale or disposition, in substantially the same proportion as their ownership of the Company immediately prior to such sale or disposition.

4. Payments .

(a) Anything in this Agreement to the contrary notwithstanding, if it is determined that any payment or benefit provided to the Executive under this Agreement or otherwise, whether or not in connection with a Change of Control (a "Payment"), would constitute an "excess parachute payment" within the meaning of section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), such that the Payment would be subject to an excise tax under section 4999 of the Code (the "Excise Tax"), the Company shall pay to the Executive an additional amount (the "Gross-Up Payment") such that the net amount of the Gross-Up Payment retained by the Executive after the payment of any Excise Tax and any federal, state and local income and employment tax on the Gross-Up Payment, shall be equal to the Excise Tax due on the Payment and any interest and penalties in respect of such Excise Tax. For purposes of determining the amount of the Gross-Up Payment, Executive shall be deemed to pay federal income tax and employment taxes at the highest marginal rate of federal income and employment taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of Executive's residence (or, if greater, the state and locality in which Executive is required to file a nonresident income tax return with respect to the Payment) in the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes.

(b) All determinations made pursuant to the foregoing paragraph shall be made by the Company which shall provide its determination and any supporting calculations (the "Determination") to the Executive within thirty days of the date of the Executive's termination or any other date selected by the Executive or the Company. Within ten calendar days of the delivery of the Determination to the Executive, the Executive shall have the right to dispute the Determination (the "Dispute"). The existence of any Dispute shall not in any way affect the Executive's right to receive the Gross-Up Payments in accordance with the Determination. If there is no dispute, the Determination by the Company shall be final, binding and conclusive upon the Executive, subject to the application of Section 4(c). Within ten days after the Company's determination, the Company shall pay to the Executive the Gross-Up Payment, if any. If the Company determines that no Excise Tax is payable by the Executive, it will, at the same time as it makes such Determination, furnish Executive with an opinion that the Executive has substantial authority not to report any Excise Tax on Executive's federal, state, local income or other tax return. The Company agrees to indemnify and hold harmless the Executive of and from any and all claims, damages and expenses resulting from or relating to its determinations pursuant to this Section 4(b), except for claims, damages or expenses resulting from the gross negligence or willful misconduct of the Company.

(c) As a result of the uncertainty in the application of sections 4999 and 280G of the Code, it is possible that the Gross-Up Payments either will have been made which should not have been made, or will not have been made which should have been made, by the Company (an "Excess Gross-Up Payment" or a "Gross-Up Underpayment," respectively). If it is established pursuant to (A) a final determination of a court for which all appeals have been taken and finally resolved or the time for all appeals has expired, or (B) an Internal Revenue Service (the "IRS") proceeding which has been finally and conclusively resolved, that an Excess Gross-Up Payment has been made, such Excess Gross-Up Payment shall be deemed for all purposes to be a loan to the Executive made on the date the Executive received the Excess Gross-Up Payment and the Executive shall repay the Excess Gross-Up Payment to the Company either (i) on demand, if the Executive is in possession of the Excess Gross-Up Payment or (ii) upon the refund of such Excess Gross-Up Payment to the Executive from the IRS, if the IRS is in possession of such Excess Gross-Up Payment, together with interest on the Excess Gross-Up Payment at (X) 120% of the applicable federal rate (as defined in Section 1274(d) of the Code) compounded semi-annually for any period during which the Executive held such Excess Gross-Up Payment and (Y) the interest rate paid to the Executive by the IRS in respect of any period during which the IRS held such Excess Gross-Up Payment. If a Gross-Up Underpayment occurs as determined under one or more of the following circumstances: (I) such determination is made by the Company (which shall include the position taken by the Company, together with its consolidated group, on its federal income tax return) or is made by the IRS, (II) such determination is made by a court, or (III) such determination is made upon the resolution to the Executive's satisfaction of the Dispute, then the Company shall pay an amount equal to the Gross-Up Underpayment to the Executive within ten calendar days of such determination or resolution, together with interest on such amount at 120% of the applicable federal rate compounded semi-annually from the date such amount should have been paid to the Executive pursuant to the terms of this Agreement or otherwise, but for the operation of this Section 4(c), until the date of payment.

5. Post-Termination Assistance . Upon the Executive's termination of employment with the Company, the Executive agrees to fully cooperate in all matters relating to the winding up or completion of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company following any termination of the Executives' employment. The Executive further agrees that Executive will provide, upon reasonable notice, such information and assistance to the Company as may reasonably be requested by the Company in connection with any audit, governmental investigation, litigation, or other dispute in which the Company is or may become a party and as to which the Executive has knowledge; provided, however, that (i) the Company agrees to reimburse the Executive for any related out-of-pocket expenses, including travel expenses and also including attorneys' fees, if and to the extent the retention of such counsel (A) is within the scope of the Company's indemnification or defense obligations to the Executive or (B) is reasonably necessary and appropriate under the circumstances, and (ii) any such assistance may not unreasonably interfere with Executive's then-current employment.

6. Restrictive Covenants .

(a) In consideration of the obligations of the Company hereunder, the Executive agrees that Executive shall not, during the Term and the Restricted Period (as defined below):

(1) During the Term and the Restricted Period (as defined below) directly or indirectly become an employee, director, consultant or advisor of, or otherwise affiliated with, any entity which provides, in whole or in part, the same or similar services and/or products offered by the Company as of the cessation of Executive's employment with the Company (each, a "Competing Business") (unless the Competing Business constitutes less than 50% of the total revenues by such entity in the United States during the fiscal year of the Company immediately preceding the year of such termination), or (B) directly or indirectly solicit or hire or encourage the solicitation or hiring of any person who was an employee of the Company at any time on or after the date of such termination (unless more than six months shall have elapsed between the last day of such person's employment by the Company and the first date of such solicitation or hiring);

(2) during or after the Term, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any other action which disparages the Company or its officers, directors, businesses or reputations; or

(3) during or after the Term, without the written consent of the Board, disclose to any person other than as required by law or court order, any confidential information obtained by the Executive while in the employ of the Company, provided, however, that confidential information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by the Executive) or any specific information or type of information generally not considered confidential by persons engaged in the same business as the Company, or information disclosed by the Company by any member of the Board or by any other officer thereof to a third party without restrictions on the disclosure of such information.

(b) In the event of a termination of Executive's employment by the Company pursuant to Section 3(a) with Cause or a termination of this Agreement by Executive pursuant to Section 3(b) without Good Reason, the "Restricted Period" shall be a period of 18 months following the date of termination.

(c) In the event of a termination of Executive's employment by the Company pursuant to Section 3(a) without Cause or a termination of Executive's employment by Executive pursuant to Section 3(b) with Good Reason or a termination of Executive's employment pursuant to Section 3(c) in the event of the total disability of the Executive, the "Restricted Period" shall be a period of 12 months following the date of termination.

(d) For the purpose of Section 5 and this Section 6 only, the term "Company" shall mean the Company and its subsidiaries. Notwithstanding the above, nothing in this Agreement shall preclude the Executive from making truthful statements or disclosures that are required by applicable law, regulation or legal process.

(e) It is the intent and understanding of each Party hereto that if, in any action before any arbitration panel, court or agency legally empowered to enforce this Agreement, any term, restriction, covenant or promise in this Section 6 is found to be unreasonable and for that or any other reason unenforceable, then such term, restriction, covenant or promise shall be deemed modified to the extent necessary to make it enforceable by such arbitration panel, court or agency, and this Agreement may be modified by such arbitration panel, court or agency to effect the forgoing.

(f) The Parties acknowledge and agree that Executive currently holds certain interests in the assets and intellectual property related to the facebank.com website and its operations. The ownership and operation of such assets and intellectual property is specifically permitted hereunder and shall not be deemed any breach or violation of any of the terms and conditions in this Agreement.

7. Enforcement . The Executive hereby expressly acknowledges that the restrictions contained in Section 6 are reasonable and necessary to protect the Company's legitimate interests, that the Company would not have entered into this Agreement in the absence of such restrictions, and that any violation of such restrictions will result in irreparable harm to the Company. The Executive agrees that the Company shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of the restrictions contained in Section 6, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. The Executive irrevocably and unconditionally (i) agrees that any legal proceeding arising out of this paragraph may be brought in the United States District Court for the *[Southern District of New York], or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in New York County, New York]* , (ii) consents to the non-exclusive jurisdiction of such court in any such proceeding, and (iii) waives any objection to the laying of venue of any such proceeding in any such court. The Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in connection with any such proceeding.

8. Survival . The provisions of Section 4, Section 5, Section 6, Section 7, this Section 8, Section 10, Section 15, Section 16, Section 17 and Section 18 of this Agreement shall survive the termination or expiration of this Agreement.

9. No Mitigation or Set Off . In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and such amounts shall not be reduced, regardless of whether the Executive obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others; provided, however, the Company shall have the right to offset the amount of any funds loaned or advanced to the Executive and not repaid against any severance obligations the Company may have to the Executive hereunder.

10. Return of Documents . Upon termination of Executive's employment, the Executive agrees to return all documents belonging to the Company in Executive's possession including, but not limited to, contracts, agreements, licenses, business plans, equipment, software, software programs, products, work-in-progress, source code, object code, computer disks, books, notes and all copies thereof, whether in written, electronic or other form; provided that the Executive may retain copies of Executive's rolodex. In addition, the Executive shall certify to the Company in writing as of the effective date of termination that none of the assets or business records belonging to the Company are in Executive's possession, remain under Executive's control, or have been transferred to any third person.

11. Effect of Waiver . The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof. No waiver shall be valid unless in writing.

12. Assignment . This Agreement may not be assigned by either party without the express prior written consent of the other party hereto, except that the Company (i) may assign this Agreement to any subsidiary or affiliate of the Company, provided that no such assignment shall relieve the Company of its obligations hereunder without the written consent of the Executive, and (ii) will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

13. Entire Agreement; Effectiveness of Agreement . This Agreement sets forth the entire agreement of the parties hereto and shall supersede any and all prior agreements and understandings concerning the Executive's employment by the Company. This Agreement may be changed only by a written document signed by the Executive and the Company. Notwithstanding the foregoing, this Agreement shall not supercede or replace any agreement entered into between the Company and the Executive with respect to any plan or benefit described in Section 2(e) or Section 2(f).

14. Severability . If any one or more of the provisions, or portions of any provision, of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions or parts hereof shall not in any way be affected or impaired thereby.

15. Governing Law . THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO RULES GOVERNING CONFLICTS OF LAW AND THE PARTIES HERETO SPECIFICALLY CONSENT TO THE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED IN [NEW YORK COUNTY, NY] OVER ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16. Arbitration . Other than as set forth in Section 7 , any controversy, claim or dispute arising out of or relating to this Agreement or the Executive's employment by the Company, including, but not limited to, common law and statutory claims for discrimination, wrongful discharge, and unpaid wages, shall be resolved by arbitration in [New York, NY] pursuant to then prevailing National Rules for the Resolution of Employment Disputes of the American Arbitration Association. It is the intent of the Company that, following a Change of Control, the Executive shall not be required to incur any expenses associated with the enforcement of Executive's rights under this Agreement by arbitration, litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, the Company shall pay the Executive on demand the amount necessary to reimburse the Executive in full for all expenses (including all attorneys' fees and legal expenses) incurred by the Executive in enforcing any of the obligations of the Company under this Agreement, or in defending any action by the Company against the Executive in respect of such obligations or the obligations of the Executive under this Agreement, if such action is commenced on or following a Change of Control. The Company shall pay such expenses to the Executive upon demand in connection with any action described in the preceding sentence which is commenced prior to a Change of Control if the Executive substantially prevails on at least one material issue in dispute.

17. Indemnification . During the Term, the Executive shall be entitled to indemnification and insurance coverage for directors and officers liability, fiduciary liability and other liabilities arising out of the Executive's position with the Company in any capacity, in an amount not less than the highest amount available to any other senior level executive or member of the Board and to the full extent provided by or allowable under the Company's certificate of incorporation or by-laws, and such coverage and protections, with respect to the various liabilities as to which the Executive has been customarily indemnified prior to termination of employment, shall continue for at least six years following the end of the Term. Any indemnification agreement entered into between the Company and the Executive shall continue in full force and effect in accordance with its terms following the termination of this Agreement.

18. Notices . All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by email with return receipt requested, registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service, addressed as set forth below, or to such other address as either party shall have furnished to the other in writing in accordance herewith. Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given (i) upon personal delivery upon the party for whom it is intended, (ii) if delivered by electronic mail, upon receipt of confirmatory electronic mail from recipient, or (iii) if delivered by registered or certified mail or by a nationally recognized overnight courier service, upon receipt of proof of delivery.

If to Executive: At the address for Executive as provided to the Company.	If to the Company: Recall Studios, Inc. Attn: Chairman of the Board 1115 Broadway, 12th Floor, New York, NY 10010

19. Headings . The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

20. Execution in Counterparts, Electronic Transmission . This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The signature of any party to this Agreement which is transmitted by any reliable electronic means such as, but not limited to, a photocopy, electronically scanned or facsimile machine, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Commencement Date.

Recall Studios, Inc.

By: */s/ Frank Esposito*
Name: Frank Esposito
Title: Chief Legal Officer

John Textor

By: */s/ John Textor*
Name: John Textor

TERMINATION AND RELEASE AGREEMENT
(Alexander Bafer Employment Agreement)

Dated as of August 8, 2018

This Termination and Release Agreement (the "Agreement") is entered into as of the date first set forth above (the "Effective Date"), by and between (i) Recall Studios, Inc., a Florida corporation (the "Company") and (ii) Alexander Bafer ("Principal"). Each of the Company and Principal may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Principal and the Company are parties to that certain Principal's Employment Agreement dated as of July 25, 2016 (as the same may have been amended from time to time the "Employment Agreement"); and

WHEREAS, the Parties now wish to terminate the Employment Agreement subject to the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the premises and of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Termination of Employment Agreement. Notwithstanding anything to the contrary in the Employment Agreement, the Employment Agreement is hereby terminated, effective as of the Effective Date. Notwithstanding such termination the Parties acknowledge and agree that the provisions of Article 4 and Article 6 (other than Section 6.7 and Section 6.8) of the Employment Agreement shall remain in full force and effect, and the Parties further acknowledge that the Company currently owes Principal certain past-due payments pursuant to the Employment Agreement, which shall remain owed to Principal in accordance with the terms of the Employment Agreement until paid (the "Past-Due Amounts").

2. Payments. No Party shall be entitled to any payments or other compensation in connection with the termination of the Employment Agreement, other than the Past-Due Amounts as set forth herein and, as than the forgoing, the Parties acknowledge and agree that all payments and actions required pursuant to the Employment Agreement through the Effective Date have been made and completed.

3. Release of Claims under Employment Agreement.

   (a) Effective as of the Effective Date, each Party, for itself and its Affiliates (as hereinafter defined), and each of their respective predecessors, successors, assigns, heirs, representatives, and agents and for all related parties, and all persons acting by, through, under or in concert with any of them in both their official and personal capacities (collectively, the "Releasor Parties") hereby irrevocably, unconditionally and forever release, discharge and remise the other Party and it Affiliates (whether an Affiliate as of the Effective Date or later), and their respective predecessors, successors, assigns, heirs, representatives, and agents and for all related parties and all persons acting by, through, under or in concert with any of them in both their official and personal capacities (collectively, the "Released Parties"), from all claims of any type and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, that any Releasor Party may have now or may have in the future, against any of the Released Parties to the extent that those claims arose, may have arisen, or are based on events which occurred at any point in the past up to and including the Effective Date, including, without limitation, any such matters related to the Employment Agreement or the transactions contemplated therein but excluding, for greater certainty, the obligations of each Party hereunder and excluding any claims related to the surviving sections of the Employment Agreement as set forth in Section 1 and the payment of the Past-Due Amounts as set forth in Section 1 and Section 2 (collectively, the "Released Claims"). Each Party represents and warrants that no Released Claim released herein has been assigned, expressly, impliedly, or by operation of law, and that all Released Claims released herein are owned by the Party releasing the same, which has the respective sole authority to release them. Each releasing Party agrees that it shall forever refrain and forebear from commencing, instituting or prosecuting any lawsuit action or proceeding, judicial, administrative or otherwise collect or enforce any Released Claim which is released and discharged herein. For purposes hereof, an "Affiliate" of a Party shall be any Party that controls, is controlled by, or is under common control with, the subject Party.

(b) Each of the Releasor Parties agrees not to file for themselves or on behalf of any other parties, any claim, charge, complaint, action, or cause of action against any Party related to the Released Claims, and further agrees to indemnify and save harmless each other Party from and against any and all losses, including, without limitation, the cost of defense and legal fees, occurring as a result of any claims, charges, complaints, actions, or causes of action made or brought by any such Releasor Party against any Party in violation of the terms and conditions of this Agreement. In the event that any Releasor Party brings a suit against any other Party in violation of this covenant, the Releasor Party agrees to pay any and all costs of the other Party against whom such a claim is brought, including attorneys' fees, incurred by such other Party in challenging such action. Any Released Party is an intended third-party beneficiary of this Agreement.

(c) Each Releasor Party affirms that it has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against any other Party in any forum or form and should any such charge or action be filed by any Releasor Party or by any other person or entity on any Releasor Party's behalf involving matters covered by Section 3(a), the Releasor Party agrees to promptly give the agency or court having jurisdiction a copy of this Agreement and inform them that any such claims any such Releasor Party might otherwise have had are now settled.

(d) This is a compromise and settlement of potential or actual disputed claims and is made solely for the purpose of avoiding the uncertainty, expense, and inconvenience of future litigation. Neither this Agreement nor the furnishing of any consideration concurrently with the execution hereof shall be deemed or construed at any time or for any purpose as an admission by any Party of any liability or obligation of any kind. Any such liability or wrongdoing is expressly denied. The Parties hereto acknowledge that this Agreement was reached after good faith settlement negotiations and after each party had an opportunity to consult legal counsel. This Agreement extends to, and is for the benefit of, the Parties, their respective successors, assigns and agents and anyone claiming by, through or under the Parties hereto.

4. Additional Agreements .

(a) This Agreement shall be effective upon its execution by each of the Parties hereto.

(b) Each of the Parties hereto shall execute such documents and perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby.

(c) No Party shall, and each Party shall cause their respective Affiliates not to, in each case, whether directly or indirectly, for itself or through or on behalf of any other Party not to, make any disparaging comments (or induce or encourage others to make disparaging comments) about any other Party or its officers, directors, shareholders, employees and agents, or their respective operations, financial condition, prospects, products or services.

5. Representations and Warranties.

(a) Principal represents and warrants to the Company as follows:

(i) Principal has all requisite authority and power to execute and deliver this Agreement and the other documents referenced herein to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement, as well as the consummation of the transactions contemplated hereby, has been duly and validly authorized by all necessary action on the part of Principal and no other action or proceedings on the part of Principal are or will be necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby on the part of Principal.

(ii) This Agreement has been duly executed and delivered by Principal and, assuming that this Agreement constitutes the legal, valid and binding obligation of the Company, constitutes the legal, valid, and binding obligation of Principal, enforceable against Principal in accordance with its terms except to the extent that the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and (b) general principles of equity (the "Enforceability Exceptions").

(iii) Neither the execution and delivery of this Agreement nor the consummation and performance of any of the transactions contemplated hereby by Principal will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over Principal, provided, however, that no representation or warranty is made in this subsection with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair Principal's ability to consummate transactions contemplated hereby.

(b) The Company represents and warrants to Principal as follows:

(i) The Company has all requisite corporate authority and power to execute and deliver this Agreement and the other documents referenced herein to which either of them are or will be a party and to perform their respective obligations hereunder and thereunder. No other action or proceedings on the part of the Company are or will be necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby on the part of the Company.

(ii) This Agreement has been duly executed and delivered by the Company and, assuming that this Agreement constitutes the legal, valid and binding obligation of Principal, constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(iii) Neither the execution and delivery of this Agreement nor the consummation and performance of any of the transactions contemplated hereby or thereby by the Company will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over the Company; provided, however, that no representation or warranty is made in this subsection with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair the Company's ability to consummate transactions contemplated hereby.

6. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to Company at its principal executive offices or to the Principal at his address as set forth in the books and records of the Company, or to such other address that may be designated by the receiving party from time to time in accordance with this Section 6. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 6.

7. Governing Law and Interpretation. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provisions. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the state and federal courts located in New York County, NY. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

8. WAIVER OF JURY TRIAL . EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

9. Remedies . Each of the Parties acknowledges and agrees that the remedy at law available to the other Party for breach of any Party's obligations under this Agreement would be inadequate and that damages flowing from such a breach may not readily be susceptible to being measured in monetary terms. Accordingly, each Party acknowledges, consents and agrees that, in addition to any other rights or remedies that any Party may have at law, in equity or under this Agreement, upon adequate proof of a violation by any other Party of any provision of this Agreement, the first Party will be entitled to seek immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage or requirement to post a bond.

10. Non-admission of Wrongdoing. The Parties agree neither this Agreement nor the furnishing of the consideration for same shall be deemed or construed at any time for any purpose as an admission by any Party of any liability or unlawful conduct of any kind.

11. Entire Agreement; Severability. This Agreement and the surviving sections of the Employment Agreement as set forth in Section 1 set forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

12. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all Parties wherein specific reference is made to this Agreement.

13. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

14. Waiver . Waiver of any term or condition of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

15. Binding Effect; Assignment . This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

16. No Third-Party Beneficiaries . Other than as specifically set forth herein, nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

17. Expenses . Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

18. Counterparts . This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the Effective Date:

Recall Studios, Inc.

By: */s/ Frank Esposito*
Name: Frank Esposito
Title: Chief Legal Officer

Alexander Bafer

By: */s/ Alexander Bafer*
Name: Alexander Bafer

RECALL STUDIOS

AGREEMENT FOR EXECUTIVE CHAIRMAN OF BOARD OF DIRECTORS

THIS AGREEMENT is made and entered into effective as of August 8, 2018 (the "Effective Date"), by and between Recall Studios, Inc., a Florida corporation, ("Company") and Alexander Bafer, an individual ("Director").

1. Term .

(a) This Agreement shall continue for a period of one (1) year from the Effective Date and shall continue thereafter for as long as Director is elected as Chairman of the Board of Directors ("Chairman") of Company.

2. Position and Responsibilities .

(a) Position. Company hereby retains Director to serve as Executive Chairman of the Board of Directors. Director shall perform such duties and responsibilities as are normally related to such position ("Services") and Director hereby agrees to use his best efforts to provide the Services. Director shall not allow any other person or entity to perform any of the Services for or instead of Director. Director shall comply with the statutes, rules, regulations and orders of any governmental or quasi-governmental authority, which are applicable to the performance of the Services, and Company's rules, regulations, and practices as they may from time-to-time be adopted or modified.

(b) Other Activities. Director may be employed by another company, may serve on other Boards of Directors or Advisory Boards, and may engage in any other business activity (whether or not pursued for pecuniary advantage), as long as such outside activities do not violate Director's obligations under this Agreement or Director's fiduciary obligations to the shareholders.

(c) No Conflict. Except as set forth in Section 2(b), Director will not engage in any activity that creates an actual conflict of interest with Company, regardless of whether such activity is prohibited by Company's conflict of interest guidelines or this Agreement, and Director agrees to notify the Board of Directors before engaging in any activity that creates a potential conflict of interest with Company. Specifically and except as set forth in Section 2(b) and Exhibit B of this Agreement, Director shall not engage in any activity that is in direct competition with the Company or serve in any capacity (including, but not limited to, as an employee, consultant, advisor or director) in any company or entity that competes directly with the Company, as reasonably determined by a majority of Company's disinterested board members.

3. Compensation and Benefits .

(a) Base Salary . As compensation for the services to be rendered hereunder, the Company shall pay to the Director an annual base salary of $500,000 (the "Base Salary"). The Base Salary may be subject to annual increases (but not decreases), as determined in the sole discretion of the Compensation Committee (the "Compensation Committee") of the Board if the Company has established a Compensation Committee, otherwise by the Board. The Base Salary shall be paid in accordance with the Company's payroll policies.

(b) Bonus . The Director shall be eligible for an annual target bonus payment equal, as a percentage of the Base Salary, to that received by all other C-Suite executives, subject to a minimum bonus of $100,000 per year. Subject to the minimum bonus set forth herein, the Bonus shall be determined based on the achievement of certain performance objectives of the Company as established by the Compensation Committee and communicated to the Director in writing as soon as practicable after commencement of the year in respect of which the Bonus is paid. The Bonus may be greater or less than the target or minimum Bonus, based on the level of achievement of the applicable performance objectives.

(c) Equity Awards . The Director shall be eligible to receive stock options and other equity-based compensation awards under the Company's incentive compensation plans and otherwise.

(d) Expenses . The Company shall reimburse the Director for all necessary and reasonable travel, entertainment and other business expenses incurred by Director in the performance of Director's duties hereunder in accordance with such reasonable procedures as the Company may adopt generally from time to time.

(e) Vacation . The Director shall be entitled to vacation, holiday and sick leave at levels no less than commensurate with those provided to any other executive vice president, or comparable senior officer of the Company, in accordance with the Company's vacation, holiday and other pay-for-time-not-worked policies.

(f) Retirement and Welfare Benefits . The Director shall be entitled to participate in the Company's health, life insurance, long and short-term disability, dental, retirement, and medical programs, if any, pursuant to their respective terms and conditions, on a basis no less than commensurate with those provided to any other executive vice president of the Company. Nothing in this Agreement shall preclude the Company or any affiliate of the Company from terminating or amending any employee benefit plan or program from time to time after the Commencement Date, provided that any such amendment or termination shall be effective as to the Director only if it is equally applicable to every other senior executive officer of the Company.

(g) Perquisites . The Director shall be provided with such other executive perquisites as may be provided to other executive vice presidents of the Company (including but not limited to health insurance and the use of a Company-provided automobile of a type similar to that being provided to other executive vice presidents of the Company and all operating and insurance costs related thereto).

(h) Indemnification . Company will indemnify and defend Director against any liability incurred in the performance of the Services to the fullest extent authorized in Company's Certificate of Incorporation, as amended, bylaws, as amended, and applicable law. Company shall also maintain adequate Directors and Officers Insurance, adding Director as a named insured.

4. Termination.

(a) Right to Terminate . At any time, Director may be removed as Chairman by majority vote of Company's shareholders. The Parties agree, however, that should this Agreement be terminated at any time, whether by majority vote of the Company's shareholders declining to return Director to the Board or otherwise, Director shall be entitled to a lump sum payment equal to the then current Base Salary, but in no event, less than the Base Salary described, supra , in Section 3.

5. Termination Obligations .

(a) Director agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials provided to or prepared by Director incident to his services belong to Company and shall be promptly returned at the request of Company.

(b) Upon termination of this Agreement, Director shall be deemed to have resigned from all offices then held with Company by virtue of his position as Chairman, except that Director shall continue to serve as a director if elected as a director by the shareholders of Company as provided in Company's Certificate of Incorporation, as amended, Company's bylaws, as amended, and applicable law. Director agrees that following any termination of this Agreement, he shall cooperate with Company in the winding up or transferring to other directors of any pending work and shall also cooperate with Company (to the extent allowed by law, and at Company's expense) in the defense of any action brought by any third party against Company that relates to the Services.

6. Nondisclosure Obligations . Director shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information (as defined below), confidential information, or trade secrets belonging to Company, whether or not it is in written or permanent form, except to the extent necessary to perform the Services, as required by a lawful government order or subpoena, or as authorized in writing by Company. These nondisclosure obligations also apply to Proprietary Information belonging to customers and suppliers of Company, and other third parties, learned by Director as a result of performing the Services. "Proprietary Information" means all information pertaining in any manner to the business of Company, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of Director's general knowledge prior to his relationship with Company; or (iii) the information is disclosed to Director without restriction by a third party who rightfully possesses the information and did not learn of it from Company.

7. Dispute Resolution .

(a) Jurisdiction and Venue. The parties agree that any suit, action, or proceeding between Director (and his attorneys, successors, and assigns) and Company (and its affiliates, shareholders, directors, officers, employees, members, agents, successors, attorneys, and assigns) relating to the Services or the termination of those Services shall be brought in either the United States District Court for the Southern District of Florida or in a Florida state court in the County of Broward and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Section shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application
valid and enforceable.

(b) Attorneys' Fees . Should any litigation, arbitration or other proceeding be commenced between the parties concerning the rights or obligations of the parties under this Agreement, the party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in such proceeding. This amount shall be determined by the court in such proceeding or in a separate action brought for that purpose. In addition to any amount received as attorneys' fees, the prevailing party also shall be entitled to receive from the party held to be liable, an amount equal to the attorneys' fees and costs incurred in enforcing any judgment against such party. This Section is severable from the other provisions of this Agreement and survives any judgment and is not deemed merged into any judgment.

8. Entire Agreement . This Agreement is intended to be the final, complete, and exclusive statement of the terms of Director's relationship solely with respect to his position as Chairman with Company. This Agreement entirely supersedes and may not be contradicted by evidence of any prior or contemporaneous statements or agreements pertaining to Director's relationship as Chairman or Director. Agreements related to Director's ownership of the Securities are not affected by this Agreement.

9. Amendments; Waivers . This Agreement may not be amended except by a writing signed by Director and by a duly authorized representative of the Company other than Director. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

10. Assignment . Director agrees that Director will not assign any rights or obligations under this Agreement, with the exception of Director's ability to assign rights with respect to the Securities. Nothing in this Agreement shall prevent the consolidation, merger or sale of Company or a sale of all or substantially all of its assets.

11. Severability. If any provision of this Agreement shall be held by a court or arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court or arbitrator of competent jurisdiction to exceed the maximum time period or scope that such court or arbitrator deems enforceable, then such court or arbitrator shall reduce the time period or scope to the maximum time period or scope permitted by law.

12. Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. Interpretation . This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

14. Binding Agreement . Each party represents and warrants to the other that the person(s) signing this Agreement below has authority to bind the party to this Agreement and that this Agreement will legally bind both Company and Director. This Agreement will be binding upon and benefit the parties and their heirs, administrators, executors, successors and permitted assigns. To the extent that the practices, policies, or procedures of Company, now or in the future, are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. Any subsequent change in Director's duties or compensation as Chairman will not affect the validity or scope of the remainder of this Agreement.

15. Director Acknowledgment . Director acknowledges Director has had the opportunity to consult legal counsel concerning this Agreement, that Director has read and understands the Agreement, that Director is fully aware of its legal effect, and that Director has entered into it freely based on his own judgment and not on any representations or promises other than those contained in this Agreement.

16. Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Date of Agreement . The parties have duly executed this Agreement as of the date first written above.

RECALL STUDIOS, INC.	**DIRECTOR**
By: */s/ Frank Esposito*	*/s/ Alexander Bafer*
Frank Esposito	Alexander Bafer

SHARE EXCHANGE AGREEMENT

by and among

RECALL STUDIOS, INC.;

BRICK TOP HOLDINGS, INC.

And

SOUTHFORK VENTURES, INC.

Dated as of August 8, 2018

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SHARE EXCHANGE AGREEMENT

Dated as of August 8, 2018

This Share Exchange Agreement (this "Agreement") is entered into as of the date first set forth above (the "Closing Date") by and between (i) Recall Studios, Inc., a Florida corporation (the "Company"), (ii) Brick Top Holdings, Inc., a Florida corporation ("Brick Top"); and (iii) Southfork Ventures, Inc., , a Florida corporation ("Southfork" and, together with Brick Top, the "Shareholders"). The Company, and the Shareholders may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Shareholders hold shares of Series A Preferred Stock, par value of $0.0001 per share of the Company (the "Series A Stock"), with each Shareholder holding a number of shares of Series A Stock as set forth on Exhibit A attached hereto (the "Owned Shares");

WHEREAS, the Company agrees to acquire up to all of the Owned Shares in exchange for the issuance to the Shareholders of shares of Common Stock, par value $0.0001 per share, of the Company (the "Company Common Stock"), as set forth on Exhibit A attached hereto (the "Exchange Shares"); and

NOW THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the Parties to be derived herefrom, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined herein, the following terms, as used herein, have the following meanings:

(a) "Accredited Investor" has the meaning set forth in Section 2.05(b).

(b) " Business Day " means any day except Saturday, Sunday or any other day on which commercial banks located in Florida are authorized or required by Law to be closed for business.

(c) "Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

(d) "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

(e) "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

Section 1.02 Interpretation Unless the express context otherwise requires:

(a) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;

(c) the terms “Dollars” and “$” mean United States Dollars;

(d) references herein to a specific Section, Subsection, Recital or Exhibit shall refer, respectively, to Sections, Subsections, Recitals or Exhibits of this Agreement;

(e) wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;

(f) references herein to any gender shall include each other gender;

(g) references herein to any Person shall include such Person’s heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.02 is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(h) references herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity;

(i) references herein to any contract or agreement (including this Agreement) mean such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;

(j) with respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”;

(k) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and

(l) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each Shareholder, severally and not jointly and solely with respect to Owned Shares held by such Shareholder and the Exchange Shares to be received by such Shareholder with respect to the Owned Shares held by such Shareholder, represents and warrants to the Company, as of the Closing Date, as follows:

Section 2.01 Organization . Such Shareholder is a Florida corporation, duly organized and in good standing under the laws of the State of Florida and has the power and authority under all applicable Laws to carry on its business in all material respects as it is now being conducted.

Section 2.02 Valid Obligation . Such Shareholder has taken all actions required by Law or otherwise, to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated. This Agreement has been duly executed and delivered by such Shareholder and it constitutes a valid and legally binding agreement of such Shareholder, enforceable against such Shareholder in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 2.03 Governmental Authorization. Neither the execution, delivery nor performance of this Agreement by such Shareholder requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with any means any Governmental Authority.

Section 2.04 Title to and Issuance of the Owned Shares. Such Shareholder is the record and beneficial owner and holder of the Owned Shares to be delivered at the Closing as set forth on Exhibit A, free and clear of any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, and any conditional sale or voting agreement or proxy, including any agreement to give any of the foregoing (collectively, "Liens"). None of the Owned Shares held by such Shareholder are subject to pre-emptive or similar rights, either pursuant to any organizational document of the Company, requirement of Law or any contract, and no Person has any pre-emptive rights or similar rights to purchase or receive any of the Owned Shares from such Shareholder.

Section 2.05 Investment Representations.

(a) Investment Purpose . Such Shareholder understands and agrees that the consummation of this Agreement including the delivery of the Exchange Shares (as hereinafter defined) to such Shareholder in exchange for the Owned Shares as contemplated hereby constitutes the offer and sale of securities under the Securities Act of 1933, as amended (the "Securities Act ") and applicable state statutes and that the Exchange Shares are being acquired for such Shareholder's own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the Securities Act; provided, however, that by making the representations herein, such Shareholder does not agree to hold any of the Exchange Shares for any minimum or other specific term and reserves the right to dispose of the Exchange Shares at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

(b) Accredited Investor Status . Such Shareholder is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor").

(c) Reliance on Exemptions . Such Shareholder understands that the Exchange Shares are being offered and sold to such Shareholder in reliance upon specific exemptions from the registration requirements of United States federal and state securities Laws and that the Company is relying upon the truth and accuracy of, and such Shareholder's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Shareholder set forth herein in order to determine the availability of such exemptions and the eligibility of such Shareholder to acquire the Exchange Shares.

(d) Information . Such Shareholder and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Exchange Shares which have been requested by such Shareholder or its advisors. Such Shareholder and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Notwithstanding the foregoing, the Company has not disclosed to such Shareholder any material nonpublic information and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to such Shareholder. Such Shareholder understands that its investment in the Exchange Shares involves a significant degree of risk. Such Shareholder is not aware of any facts that may constitute a breach of any of the Company's representations and warranties made herein.

(e) Governmental Review . Such Shareholder understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Exchange Shares.

(f) Transfer or Re-sale . Such Shareholder understands that (i) the sale or re-sale of the Exchange Shares has not been and is not being registered under the Securities Act or any applicable state securities Laws, and the Exchange Shares may not be transferred unless (a) the Exchange Shares are sold pursuant to an effective registration statement under the Securities Act, (b) such Shareholder shall have delivered to the Company, at the cost of such Shareholder, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Exchange Shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company, (c) the Exchange Shares are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the Securities Act (or a successor rule) ("Rule 144")) of such Shareholder who agrees to sell or otherwise transfer the Exchange Shares only in accordance with this Section 2.05 and who is an Accredited Investor, (d) the Exchange Shares are sold pursuant to Rule 144, or (e) the Exchange Shares are sold pursuant to Regulation S under the Securities Act (or a successor rule) ("Regulation S"), and such Shareholder shall have delivered to the Company, at the cost of such Shareholder, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Exchange Shares made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Exchange Shares under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) except as otherwise set forth herein, neither the Company nor any other Person is under any obligation to register such Exchange Shares under the Securities Act or any state securities Laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Exchange Shares may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

(g) Legends . Such Shareholder understands that Exchange Shares, until such time as the Exchange Shares have been registered under the Securities Act, may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Exchange Shares, and any shares of common stock into which the Exchange Shares may be converted, may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Exchange Shares):

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE COMPANY), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT."

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of any Exchange Shares upon which it is stamped, if, unless otherwise required by applicable state securities Laws, (a) the Exchange Shares are registered for sale under an effective registration statement filed under the Securities Act or otherwise may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) such holder provides the Company with an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Exchange Shares may be made without registration under the Securities Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. Each of the Shareholders agrees to sell all Exchange Shares, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any.

Section 2.06 Broker's, Finder's or Similar Fees. There are no brokerage commissions, finder's fees or similar fees or commissions payable by such Shareholder in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with such Shareholder or any action taken by such Shareholder.

ARTICLE III REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

As an inducement to, and to obtain the reliance of the Shareholders the Company represents and warrants to the Shareholders, as of the Closing Date, as follows:

Section 3.01 Organization . The Company is a company duly organized, validly existing, and in good standing under the laws of Florida and has the corporate power and is duly authorized under all applicable Laws to carry on its business in all material respects as it is now being conducted.

Section 3.02 Valid Obligation. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Articles of Incorporation of the Company (the "Company Articles") or the Bylaws of the Company (the "Company Bylaws") or applicable Law. The Company has taken all actions required by Law, the Company Articles and the Company Bylaws, or otherwise, to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions herein. This Agreement has been duly executed and delivered by the Company and it constitutes a valid and legally binding agreement of the Company, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 3.03 Governmental Authorization. Neither the execution, delivery nor performance of this Agreement by the Company requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with any means any Governmental Authority.

Section 3.04 Information. The information concerning the Company set forth in this Agreement and the Company Schedules is complete and accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. In addition, the Company has fully disclosed in writing to the Shareholders through this Agreement or the Company Schedules all information relating to matters involving the Company or its assets or its present or past operations or activities which (i) indicated or may indicate, in the aggregate, the existence of a greater than $50,000 liability, (ii) have led or may lead to a competitive disadvantage on the part of the Company or (iii) either alone or in aggregation with other information covered by this Section 3.04, otherwise have led or may lead to a material adverse effect on the Company, its assets, or its operations or activities as presently conducted or as contemplated to be conducted after the Closing Date, including, but not limited to, information relating to governmental, employee, environmental, litigation and securities matters and transactions with affiliates.

Section 3.05 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of, any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Company is a party or to which any of its assets, properties or operations are subject.

Section 3.06 Approval of Agreement. The Board of Directors of the Company has authorized the execution and delivery of this Agreement by the Company and has approved this Agreement and the transactions contemplated hereby.

Section 3.07 Broker's, Finder's or Similar Fees. There are no brokerage commissions, finder's fees or similar fees or commissions payable by the Company in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with the Company or any action taken by the Company.

ARTICLE IV SHARE EXCHANGE

Section 4.01 The Exchange. On the terms and subject to the conditions set forth in this Agreement, the closing of the transactions set forth herein (the "Closing") shall occur on the Closing Date immediately following the execution of this Agreement. The Closing shall occur at the offices of the Company. At the Closing, the Shareholders shall sell, assign, transfer and deliver to the Company, free and clear of all Liens, pledges, encumbrances, charges, restrictions or known claims of any kind, nature, or description, all of the Owned Shares held by each of them, as set forth on Exhibit A in exchange for the Exchange Shares as set forth on Exhibit A.

Section 4.02 Deliverables at the Closing.

(a) At the Closing, each Shareholder shall deliver to the Company any certificates representing the Owned Shares held by such Shareholder, Brick Top shall deliver to the Company a duly executed stock power in the form as attached hereto as Exhibit B-1 and Southfork shall deliver to the Company a duly executed stock power in the form as attached hereto as Exhibit B-2, or, with respect to each shareholder, such other instruments of transfer as reasonably requested by the Company, duly executed in blank and with all required stock transfer stamps affixed, in form and substance satisfactory to the Company as required for the same to be transferred to the ownership of the Company, with all necessary transfer Tax and other revenue stamps, acquired at each Shareholder's expense, affixed.

(b) At the Closing, the Company shall cause the Company's transfer agent to record in the stock ledger of the Company the applicable portion of the Exchange Shares to be issued to each Shareholder as set forth on Exhibit A.

Section 4.03 Conveyance Taxes. The Shareholders will pay all sales, use, value added, transfer, stamp, registration, documentary, excise, real property transfer or gains, or similar Taxes incurred as a result of the transactions contemplated by this Agreement.

Section 4.04 Actions Following the Closing. At and following the Closing, and upon reasonable request by any of the other Parties post-Closing, each Shareholder shall execute, acknowledge, and deliver (or shall ensure to be executed, acknowledged, and delivered), any and all certificates, opinions, financial statements, schedules, agreements, resolutions, rulings or other instruments required by this Agreement to be so delivered at or prior to the Closing, together with such other items as may be reasonably requested by the Parties and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby.

ARTICLE V MISCELLANEOUS

Section 5.01 Governing Law; Waiver of Jury Trial.

(a) This Agreement shall be governed by, enforced, and construed under and in accordance with the Laws of the State of Florida, without giving effect to the principles of conflicts of Law thereunder. Each of the Parties (a) irrevocably consents and agrees that any legal or equitable action or proceedings arising under or in connection with this Agreement shall be brought exclusively in the state or federal courts of the United States with jurisdiction in Palm Beach County, Florida. By execution and delivery of this Agreement, each Party irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights such Party may now or hereafter have to object to such jurisdiction.

(b) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 5.01(b).

(c) Each of the Parties acknowledge that each has been represented in connection with the signing of this waiver by independent legal counsel selected by the respective Party and that such Party has discussed the legal consequences and import of this waiver with legal counsel. Each of the Parties further acknowledge that each has read and understands the meaning of this waiver and grants this waiver knowingly, voluntarily, without duress and only after consideration of the consequences of this waiver with legal counsel.

Section 5.02 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached and that each Party hereto shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of the provisions hereof and to enforce specifically the terms and provisions hereof, without the proof of actual damages, in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) the other Party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 5.03 Notices.

(a) Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by email with return receipt requested and received, or via overnight courier or registered mail or certified mail, postage prepaid, addressed as follows:

If to the Company, to:

RECALL STUDIOS, INC.
Attn: Alexander Bafer, Chairman
1115 Broadway, 12 th Floor,
New York, NY 10010
Email: abafer@recallstudios.com

If to any Shareholder, to the address of such Shareholder as set forth in the books and records of the Company.

(b) Any Party may change its address for notices hereunder upon notice to each other Party in the manner for giving notices hereunder.

(c) Any notice hereunder shall be deemed to have been given (i) upon receipt, if personally delivered, (ii) on the day after dispatch, if sent by overnight courier, (iii) upon dispatch, if transmitted by email with receipt confirmed by recipient and (iv) three (3) days after mailing, if sent by registered or certified mail.

Section 5.04 Attorney's Fees. In the event that any Party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing Party shall be reimbursed by the losing Party for all costs, including reasonable attorney's fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 5.05 Confidentiality. Each Party agrees with the other that, unless and until the transactions contemplated by this Agreement have been consummated, it and its representatives will hold in strict confidence all data and information obtained with respect to another Party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other Party, and shall not use such data or information or disclose the same to others, except (i) to the extent such data or information is published, is a matter of public knowledge, or is required by Law to be published; or (ii) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement. In the event of the termination of this Agreement, each Party shall return to the other Party all documents and other materials obtained by it or on its behalf and shall destroy all copies, digests, work papers, abstracts or other materials relating thereto, and each Party will continue to comply with the confidentiality provisions set forth herein.

Section 5.06 Public Announcements and Filings. Unless required by applicable Law or regulatory authority, none of the parties will issue any report, statement or press release to the general public, to the trade, to the general trade or trade press, or to any third party (other than its advisors and representatives in connection with the transactions contemplated hereby) or file any document, relating to this Agreement and the transactions contemplated hereby, except as may be mutually agreed by the parties. Copies of any such filings, public announcements or disclosures, including any announcements or disclosures mandated by Law, shall be delivered to each Party at least one (1) Business Day prior to the release thereof.

Section 5.07 Third Party Beneficiaries. This contract is strictly between the Parties, and, except as specifically provided, no director, officer, stockholder (other than the Shareholders), employee, agent, independent contractor or any other Person shall be deemed to be a third party beneficiary of this Agreement.

Section 5.08 Expenses. Subject to Section 5.04, whether or not the Exchange is consummated, each Party will bear their own respective expenses, including legal, accounting and professional fees, incurred in connection with the Exchange or any of the other transactions contemplated hereby.

Section 5.09 Entire Agreement. This Agreement and the other documents referenced herein represent the entire agreement between the Parties relating to the subject matter thereof and supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing Law rather than voided, if possible, in order to achieve the intent of the Parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

Section 5.10 Survival; Termination. The representations, warranties, and covenants of the respective parties shall survive the Closing Date and the consummation of the transactions herein contemplated for a period of two years.

Section 5.11 Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at Law, or in equity, and may be enforced concurrently herewith, and no waiver by any Party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. This Agreement may by amended at any time by a writing signed by all Parties. Any term or condition of this Agreement may be waived or the time for performance may be extended by a writing signed by the Party or Parties for whose benefit the provision is intended. Neither any failure or delay in exercising any right or remedy hereunder or in requiring satisfaction of any condition herein nor any course of dealing shall constitute a waiver of or prevent any Party from enforcing any right or remedy or from requiring satisfaction of any condition. No notice to or demand on a Party waives or otherwise affects any obligation of that Party or impairs any right of the Party giving such notice or making such demand, including any right to take any action without notice or demand not otherwise required by this Agreement. No exercise of any right or remedy with respect to a breach of this Agreement shall preclude exercise of any other right or remedy, as appropriate to make the aggrieved Party whole with respect to such breach, or subsequent exercise of any right or remedy with respect to any other breach.

Section 5.12 Arm's Length Bargaining; No Presumption Against Drafter. This Agreement has been negotiated at arm's-length by parties of equal bargaining strength, each represented by counsel or having had but declined the opportunity to be represented by counsel and having participated in the drafting of this Agreement. This Agreement creates no fiduciary or other special relationship between the Parties, and no such relationship otherwise exists. No presumption in favor of or against any Party in the construction or interpretation of this Agreement or any provision hereof shall be made based upon which Person might have drafted this Agreement or such provision.

Section 5.13 Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties.

Section 5.14 No Assignment or Delegation. No Party may assign any right or delegate any obligation hereunder, including by merger, consolidation, operation of law, or otherwise, without the written consent of the all of the other Parties and any purported assignment or delegation without such consent shall be void, in addition to constituting a material breach of this Agreement. This Agreement shall be binding on the permitted successors and assigns of the Parties.

Section 5.15 Further Assurances. Each Party shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such Party's obligations hereunder, necessary to effectuate the transactions contemplated by this Agreement.

Section 5.16 Efforts. Subject to the terms and conditions herein provided, each Party shall use its commercially reasonable efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement. Each Party also agrees that it shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to consummate and make effective this Agreement and the transactions contemplated herein.

Section 5.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument. The execution and delivery of a facsimile or other electronic transmission of a signature to this Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, as of the Closing Date.

Recall Studios, Inc.

By: */s/ Alexander Bafer*
Name: Alexander Bafer
Title: Chief Executive Officer

Brick Top Holdings, Inc.

By: */s/ Alexander Bafer*
Name: Alexander Bafer
Title: Chief Executive Officer

Southfork Ventures, Inc.

By: */s/ Chris Leone*
Name: Chris Leone
Title: President

Exhibit A

Owned Shares and Exchange Shares

Shareholder	Number of Shares of Series A Preferred Stock Owned	Number of Shares of Company Common Stock to be Issued
Brick Top Holdings, Inc.	3,750,000	81,750,000
Southfork Ventures, Inc.	1,250,000	27,250,000

Exhibit B-1

IRREVOCABLE STOCK POWER FOR RECALL STUDIOS, INC.

(Brick Top Holdings, Inc.)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Brick Top Holdings, Inc. ("Seller") hereby assigns, transfers, and conveys to Recall Studios, Inc., a Florida corporation (the "Company"), all of Seller's right, title, and interest in and to 3,750,000 shares of Series A Preferred Stock, par value $0.0001 per share (the "Shares"), of the Company, which are not represented by certificates, and hereby irrevocably appoints the Chief Executive Officer and Secretary of the Company as Seller's attorney-in-fact to transfer said Shares on the books of the Company, with full power of substitution in the premises.

Date: _____, 2018

Seller Name: Brick Top Holdings, Inc.

By: _____
Name: Alexander Bafer
Title: Chief Executive Officer

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2018, by Alexander Bafer, who is personally known to me or who has produced _____ as identification.

Notary's Signature _____

Print Notary's Name _____

NOTARY PUBLIC, State of _____

My commission expires:

Exhibit B-2

IRREVOCABLE STOCK POWER FOR RECALL STUDIOS, INC.

(Southfork Ventures, Inc.)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Southfork Ventures, Inc. ("Seller") hereby assigns, transfers, and conveys to Recall Studios, Inc., a Florida corporation (the "Company"), all of Seller's right, title, and interest in and to 1,250,000 shares of Series A Preferred Stock, par value $0.0001 per share (the "Shares"), of the Company, which are not represented by certificates, and hereby irrevocably appoints the Chief Executive Officer and Secretary of the Company as Seller's attorney-in-fact to transfer said Shares on the books of the Company, with full power of substitution in the premises.

Date: _____, 2018

Seller Name: Southfork Ventures, Inc.

By: _____
Name: Chris Leone
Title: President

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2018, by Chris Leone, who is personally known to me or who has produced _____ as identification.

Notary's Signature _____

Print Notary's Name _____

NOTARY PUBLIC, State of _____

My commission expires:

Exhibit 31.1

CERTIFICATIONS

I, John Textor, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 of Recall Studios, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and;

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions);

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls.

August 15, 2018

/s/ John Textor

John Textor
Chief Executive Officer
(principal executive officer and principal financial officer)

Exhibit 32.1

CERTIFICATION
PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Recall Studios, Inc. (the "Company") for the quarter ended June 30, 2018 as filed with the Securities and Exchange Commission (the "Report"), I, John Textor, Chief Executive Officer and principal financial officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

August 15, 2018

/s/ John Textor
John Textor
Chief Executive Officer
(principal executive officer and principal financial officer)

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.