

iTeknik Holding Corporation

Supplemental Information

June 8, 2015

## **ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

iTeknik Holding Corporation (“ITKH”) entered into a definitive Stock Swap Agreement on May 28, 2015 with its wholly owned subsidiary, Send Global Corp. and Jeffrey Lauzon, ITKH’s now former executive officer and director (the “SWA”) pursuant to which ITKH transferred 490 shares of Send Global common stock, representing a 49% beneficial ownership interest in Send Global Corp., to Lauzon in exchange for the return of certain shares of ITKH owned by Lauzon, consisting of 50,000,000 common shares of ITKH, 600,000 shares of ITKH Series A Preferred Stock and 1 share of ITKH Series C Preferred Stock (together, the “ITKH Shares”) (leaving 200,000 ITKH Series A Preferred Shares with Lauzon which shall automatically convert into 499 shares of Series B Convertible Preferred Stock, representing 4.899% beneficial ownership and with other terms and conditions as set forth in the attached Certificate of Designation of Series B Convertible Preferred Stock). In addition, on or at any time after the first annual anniversary date of the Closing, Lauzon shall have the option to purchase an additional 210 shares of common stock of Send Global, representing an additional 21% beneficial ownership interest in Send Global, from ITKH in exchange for the transfer and assignment to Send Global of the entire outstanding balance (currently approximately \$166,000) of a promissory note issued by ITKH to Lauzon.

The Closing occurred on May 28, 2015. On the Closing and as part of the SWA, Jeffrey Lauzon resigned as ITKH’s President and as a member of the Board of Directors of ITKH, and Mr. Lauzon became Send Global’s CEO, Chairman and Corporate Secretary.

On June 8, 2015, ITKH entered into a definitive Stock Purchase Agreement with Growthcap Investments, Inc. and Fredrick W. Wicks (the “SPA”) pursuant to which ITKH sold to Growthcap, in exchange for services rendered, 1,000 shares of Series B Convertible Preferred Stock, with an additional 2,000 shares of Series B Convertible Preferred Stock to be issued when certain performance targets have been achieved. As part of this SPA, John McQuillan was appointed as Director and a member of the Board of Directors.

The foregoing description is a summary of certain of the terms of the Stock Swap Agreement, Stock Purchase Agreement and Certificate of Designation of Series B Convertible Preferred Stock, as amended and restated. This summary does not purport to be complete and is qualified in its entirety by the complete text of the Stock Swap Agreement, Stock Purchase Agreement or Certificate of Designation of Series B Convertible Preferred Stock, as amended and restated, which are filed as Exhibits to this Supplemental Information Statement and are incorporated herein by reference.

## **DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS**

As of May 28, 2015, Jeffrey Lauzon resigned as ITKH's President and as a member of the Board of Directors. His resignation was not as a result of any disagreements with ITKH. As of June 8, 2015, Fredrick W. Wicks remains as ITKH’s Chairman and CEO and a member of ITKH’s Board of Directors.

As of June 8, 2015, Mr. John McQuillan was named a Member of the Board of Directors. Mr. McQuillan is the Chief Financial Officer and Director of Growthcap Investments Inc. and is also a chartered accountant who currently owns his chartered accountants practice, which he founded and has operated since 2005. Mr. McQuillan graduated from Trinity College Dublin with a Bachelor’s of Business Studies and became a chartered accountant in 1989.

The following exhibits are filed with this report:

Description

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Stock Swap Agreement by and among iTeknik Holding Corporation, Send Global Corp. and Jeffrey Lauzon dated May 28, 2015

Stock Purchase Agreement by and among iTeknik Holding Corporation, Fredrick W. Wicks and Growthcap Investments, Inc. dated June 8, 2015

Certificate of Designation of Series B Convertible Preferred Stock, as Amended and Restated

## STOCK SWAP AGREEMENT

This **Stock Swap Agreement** (“**Agreement**”), dated as of May 28, 2015, is entered into by and among Send Global Corp., a Michigan company (“Send Global”), its Parent company, iTeknik Holding Corporation, a Wyoming company (“ITKH”) and Jeffrey Lauzon (“Lauzon”) (and each altogether, the “Parties”), which agree as follows:

This Agreement is conditioned upon the contemporaneous execution of a Management Agreement and a Debt Assignment Agreement by and among Send Global, ITKH and Lauzon.

### RECITALS

**WHEREAS**, Send Global is a wholly owned subsidiary of ITKH, and ITKH desires to exchange shares of Send Global common stock for shares of ITKH from Lauzon, and Lauzon desires to exchange shares of ITKH that he owns for 490 shares of common stock of Send Global from ITKH, which represents a 49% beneficial ownership interest in Send Global (the “Acquired Shares”).

**NOW, THEREFORE**, in consideration of the premises and of the covenants, representations, warranties and agreements herein contained, the Parties have reached the following agreement with respect to the sale by ITKH of the Acquired Shares to Lauzon:

### AGREEMENT

#### SECTION 1. CONSTRUCTION AND INTERPRETATION

##### 1.1. Principles of Construction.

(a) All references to Articles, Sections, subsections, Schedules and Appendixes are to Articles, Sections, subsections, Schedules and Appendixes in or to this Agreement unless otherwise specified. 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. The term “including” is not limiting and means “including without limitations.”

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) The Section headings herein are for convenience only and shall not affect the construction hereof.

(d) This Agreement is the result of negotiations among the Parties and has been reviewed by each Party’s counsel. Accordingly, this Agreement shall not be construed against any Party merely because of such Party’s involvement in its preparation.

(e) Wherever in this Agreement the intent so requires, reference to the neuter, masculine or feminine shall be deemed to include each of the other, and reference to either the singular or the plural shall be deemed to include the other.

1.2 Definitions. For purposes hereof, the following terms when used herein shall have the respective meaning set forth below.

"Affiliate" means (except as otherwise specifically defined herein), as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"Liability" means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated or due or to become due and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto, including all reasonable fees, disbursements and expenses of legal counsel, experts, engineers and consultants.

"Lien" means any mortgage, charge, adverse right or claim, lien, lease, option, pledge, security interest, deed of trust, right of first refusal, easement, encumbrance, servitude, proxy, voting trust or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"Material Adverse Effect" means any event, change, circumstance or effect that individually or in the aggregate has had or would reasonably be expected to have a material adverse effect on the business, assets, results of operations or condition (financial or otherwise) of Send Global, taken as a whole, except for any such effects resulting from (a) the transactions contemplated by this Agreement or the announcement thereof, (b) changes in general economic or political conditions or the securities markets in general, (c) changes, after the date of this Agreement, in conditions generally applicable to businesses in the same industries of Send Global including (i) changes in Laws generally applicable to such businesses or industry and (ii) changes in applicable Law or in GAAP or its application, or (d) national or international hostilities, acts of terror, or acts of war, provided that in the case of the foregoing clauses (a) - (d), except to the extent such event, change, circumstance or effect disproportionately impacts Send Global taken as a whole relative to other companies in the industries in which Send Global operates.

"Note" means the \$225,000 promissory note originally issued from Telecents Communications, Inc. to Jeffrey Lauzon on July 29, 2005 and assumed by ITKH on December 31, 2009 with an outstanding principle balance of \$147,006.99 and accrued interest of \$19,042.57 as of May 1, 2015.

## **SECTION 2. THE TRANSACTION**

### **2.1. Consideration.**

ITKH hereby agrees to exchange with Lauzon, and Lauzon, in reliance on the representations and warranties contained herein, and subject to the terms and conditions of this Agreement, agrees to acquire the Acquired Shares in exchange for the return of all of Lauzon's ITKH shares (except 200,000 ITKH Series A Preferred Shares which shall remain with Lauzon and which shall automatically convert into 499 shares of Series B Convertible Preferred Stock, with terms and conditions as set forth in the attached Certificate of Designation of Series B Convertible Preferred Stock, when such Certificate is filed with the state of Wyoming), consisting of 50,000,000 common shares of ITKH, 600,000 shares of ITKH Series A Preferred Stock and 1 share of ITKH Series C Preferred Stock (together, the "ITKH Shares") , immediately upon the Closing Date.

### **2.2. Transfer of Acquired Shares and Terms of Payment.**

In consideration for the transfer of the Acquired Shares by ITKH to Lauzon, Lauzon shall transfer the ITKH Shares in accordance with the terms of this Agreement. Simultaneously with the transfer of the ITKH Shares (except 200,000 ITKH Series A Preferred Shares which shall remain with Lauzon), duly endorsed for transfer and with executed stock powers medallion guaranteed attached, ITKH shall deliver to Lauzon the certificate for the Acquired Shares duly endorsed for transfer and with executed stock powers medallion guaranteed attached.

### **2.3. Closing.**

Subject to Lauzon's and ITKH's election to proceed, and subject to the other terms and conditions of this Agreement, the Closing shall take place at Send Global's offices not later than 30 days from the execution of this Agreement (the "Closing Date").

## **SECTION 3. REPRESENTATIONS AND WARRANTIES**

3.1. Representations and Warranties of ITKH and Send Global. Each of Send Global and ITKH severally hereby make the following representations and warranties to Lauzon:

3.1.1 Send Global is a corporation duly organized and validly existing under the laws of the State of Michigan and has all corporate power necessary to engage in all transactions in which it has been involved, as well as any general business transactions in the future that may be desired by its directors.

3.1.2 Send Global is in good standing with the Secretary of State of Michigan. Send Global has no subsidiaries. Send Global is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. Copies of the Certificate of Incorporation

and Bylaws of Send Global, and all amendments thereto, heretofore delivered to Lauzon are accurate and complete as of the date hereof.

3.1.3 Send Global has at the date of execution of this Agreement, and will have at the Closing Date, Financial Statements as set forth in Schedule 3.1.3, including monthly revenues, gross margins and net income of Send Global.

The accounts receivable set forth in the Financial Statements, and all accounts receivable arising since the date of the Financial Statements, represent bona fide claims of Send Global against debtors for sales, services performed or other charges arising on or before the date hereof, and all the goods delivered and services performed which gave rise to said accounts were delivered or performed in accordance with the applicable orders, Contracts or customer requirements.

3.1.4 Liabilities. Send Global does not have any liabilities, obligations or commitments of any nature (whether absolute, accrued, contingent or otherwise and whether matured or unmatured), including without limitation tax liabilities due or to become due, except (1) liabilities which are reflected and reserved against on the Financial Statements, which have not been paid or discharged since the date thereof, (2) liabilities arising under Contracts, leases, letters of credit, purchase orders, licenses, Permits, purchase agreements and other agreements, business arrangements and commitments described in the Disclosure Schedule (and under those Contracts which are not required to be disclosed on the Disclosure Schedule) and (3) liabilities incurred since the date of the Financial Statements in the ordinary course of business and consistent with past practice and in accordance with this Agreement (none of which relates to any breach of contract, breach of warranty, tort, infringement or violation of law or arose out of any Action) which, individually or in the aggregate, has or would have a Material Adverse Effect.

3.1.5 Litigation; Compliance with the Law. Send Global is not subject to any pending or threatened litigation, claims or lawsuits from any party, and there are no pending or threatened proceedings against Send Global by any federal, state or local government, or any department, board, agency or other body thereof. There is no action, order, writ, injunction, judgment or decree outstanding or any claim, suit, litigation, proceeding, labor dispute, arbitral action, governmental audit or investigation (collectively, "Actions") pending, or, to Send Global's knowledge, threatened or anticipated (1) against, related to or affecting: (a) Send Global, (b) any officers or directors of Send Global, or (c) the Shareholders, (2) seeking to delay, limit or enjoin the transactions contemplated by this Agreement, (3) that involve the risk of criminal liability, or (4) in which Send Global is a plaintiff, including any derivative suits. Send Global is not in material default with respect to or subject to any judgment, order, writ, injunction or decree of any court or governmental agency, and there are no unsatisfied judgments against Send Global.

Send Global has not violated and is in compliance with all laws, statutes, ordinances, regulations, rules and orders of any foreign, federal, state or local government and any other governmental department or agency, and any judgment, decision, decree or order of any court or governmental agency, department or authority, except where the violation or failure to comply, individually or in the aggregate, would not have a Material Adverse Effect. Send Global has not received any notice to the effect that it is not in compliance with any such statutes, regulations, rules,

judgments, decrees, orders, ordinances or other laws. Send Global has committed no act, and there has been no omission, which may result in, and there has been no occurrence which may give rise to, product liability or liability for breach of warranty (whether covered by insurance or not) on the part of Send Global, with respect to products designed, manufactured, assembled, repaired, maintained, delivered, shipped or installed or services rendered prior to or on the Closing Date which, in the aggregate, would have a Material Adverse Effect.

3.1.6 No Other Agreements. Neither ITKH nor Send Global, its officers, directors or affiliates have any commitment or legal obligation, absolute or contingent, to any other person or firm other than Lauzon to sell, assign, transfer or effect a sale of any assets of Send Global (other than inventory in the ordinary course of business), to sell or effect a sale of a majority of the capital stock of Send Global, to effect any merger, consolidation, liquidation, dissolution or other reorganization of Send Global, or to enter into any agreement or cause the entering into of an agreement with respect to any of the foregoing.

3.1.7 Except as set forth on Schedule 3.1.7, Send Global is not liable for any taxes, including income, real or personal property taxes, to any governmental or state agencies whatsoever. Send Global has timely filed all income, real or personal property, sales, use, employment or other governmental tax returns or reports required to be filed by it with any federal, state or other governmental agency and all taxes required to be paid by Send Global in respect of such returns have been paid in full. None of such returns are subject to examination by any such taxing authority and Send Global has not received notice of any intention to require Send Global to file any additional tax returns in any jurisdiction to which it may be subject.

3.1.8 Send Global is not in violation of any provision of laws or regulations of federal, state or local government authorities and agencies. Send Global has all Permits required to conduct its business except such Permits the failure of which to obtain would not have a Material Adverse Effect. No notice to, declaration, filing or registration with, or Permit from, any domestic or foreign governmental or regulatory body or authority, or any other person or entity, is required to be made or obtained by Send Global or any shareholder in connection with the execution, delivery or performance of this Agreement and the consummation of the transactions contemplated hereby.

3.1.9 Title to the Shares. ITKH is the record holder and beneficially owns the Acquired Shares of Send Global, free and clear of all liens, encumbrances, pledges, claims, options, charges and assessments of any nature whatsoever, with full right and lawful authority to transfer the Acquired Shares to Lauzon. No person has any preemptive rights or rights of first refusal with respect to any of the Acquired Shares. There exists no voting agreement, voting trust, or outstanding proxy with respect to any of the Acquired Shares. Other than disclosed by ITKH to the Lauzon, there are no outstanding rights, options, warrants, calls, commitments, or any other agreements of any character, whether oral or written, with respect to the Acquired Shares.

ITKH has full power to transfer and deliver the Acquired Shares to Lauzon in accordance with the terms of this Agreement. The delivery to Lauzon of certificates evidencing the transfer of the Acquired Shares pursuant to the provisions of this Agreement will transfer to Lauzon good and marketable title thereto, free and clear of all liens, encumbrances, restrictions and claims of any kind.

3.1.10 There are no authorized shares of Send Global other than 60,000 common shares, par value \$0.001 per share, and 0 preferred shares, and there are no issued and outstanding shares of Send Global other than 1,000 common shares held by ITKH. ITKH at the Closing Date will have full and valid title to the Acquired Shares, and there will be no existing impediment or encumbrance to the sale and transfer of the Acquired Shares to Lauzon; and on delivery to Lauzon of the Acquired Shares being sold hereby, all of such Shares shall be free and clear of all liens, encumbrances, charges or assessments of any kind; such Shares will be legally and validly issued and fully paid and non-assessable shares of Send Global's common stock; and all such common stock has been issued under duly authorized resolutions of the Board of Directors of Send Global.

The representations and warranties herein by ITKH shall be true and correct in all material respects on and as of the Closing Date hereof with the same force and effect as though said representations and warranties had been made on and as of the Closing Date.

The representations and warranties made above shall survive the Closing Date and shall expire for all purposes in the date numerically corresponding to the Closing Date in the eighteenth month after the Closing Date.

### 3.2. Covenants of ITKH and Send Global.

From the date of this Agreement and until the Closing Date, ITKH and Send Global severally covenant the following:

3.2.1 Send Global will not enter into any contract or business transaction, merger or business combination, or incur any further debts or obligations without the express written consent of Lauzon, such consent shall not be unreasonably withheld.

3.2.2 Other than as set forth in this Agreement, Send Global will not amend or change its Articles of Incorporation or Bylaws, or issue any further shares or create any other class of shares in Send Global without the express written consent of Lauzon, such consent shall not be unreasonably withheld.

3.2.5 Send Global will not issue any stock options, warrants or other rights or interests in or to its shares without the express written consent of Lauzon, such consent shall not be unreasonably withheld.

3.2.6 ITKH will not encumber or mortgage any right or interest in their shares of the common stock being sold to Lauzon hereunder, and also they will not transfer any rights to such shares of the common stock to any third party whatsoever.

3.2.7 Send Global will not declare any dividend in cash or stock, or any other benefit.

3.2.8 ITKH represents that the foregoing representations and warranties are true and correct as of the date hereof and, unless ITKH otherwise notify Lauzon prior to the Closing Date shall be true and correct as of the Closing Date.

3.2.10 ITKH agrees to indemnify Lauzon against and to pay any loss, damage, expense or claim or other liability incurred or suffered by Lauzon by reason of the breach of any material covenant contained in this Agreement pursuant to Sections 4.7, 4.8, 4.10, 4.11 and 4.12 below.

3.2.11 Send Global's Board of Directors, by vote at meetings duly called and held, has approved this Agreement, and has declared it advisable, determined that the transaction is in the best interest of Send Global's Shareholder, and has adopted resolutions approving and adopting this Agreement.

3.3 Representations and Warranties of Lauzon. Lauzon hereby makes the following representations and warranties to ITKH:

3.3.1 Lauzon has the requisite power and authority to enter into and perform this Agreement and to purchase the shares being sold to it hereunder. The execution, delivery and performance of this Agreement by Lauzon and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action, and no further consent or authorization of Lauzon is required. This Agreement has been duly authorized, executed and delivered by Lauzon and constitutes, or shall constitute when executed and delivered, a valid and binding obligation of Lauzon enforceable against Lauzon in accordance with the terms thereof.

3.3.2 Lauzon has the financial resources necessary to consummate the financial transactions contemplated by this Agreement, including the ability to transfer the ITKH Shares, and any and all fees and expenses agreed to be borne by Lauzon in accordance with this Agreement. Lauzon acknowledges, affirms, and confirms that it is not a condition to Closing or any of its other obligations under this Agreement that Lauzon obtain financing not already secured for or relating to any of the transactions contemplated hereby. But for Lauzon's declaration as stated in this section of this Agreement, ITKH or Company would not have entered into this Agreement. Therefore, if Lauzon does not transfer or is unable to transfer the ITKH Shares at Closing, such failure to transfer shall be deemed a default of the Agreement by Lauzon, relieving all Parties of any obligations hereunder.

3.3.3 Lauzon is, and will be at the time of the execution of this Agreement, a "**sophisticated investor**", as such term is defined in Regulation D promulgated by the Commission under the Securities Act of 1933, as amended (the "1933 Act"), is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States publicly-owned companies in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable Lauzon to utilize the information made available by Send Global to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. Lauzon has the authority and is duly and legally qualified to purchase and own shares of Send Global. Lauzon is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof. The information set forth on the signature page hereto regarding Lauzon is accurate.

3.3.4 On the Closing Date, Lauzon will acquire the Acquired Shares pursuant to the terms of this Agreement for its own account for investment only and not with a view toward, or for resale in connection with, the public sale or any distribution thereof.

3.3.5 No Public Market. Lauzon understands that there is no public market for the Acquired Shares and that no market may develop. Lauzon understands that even if a public market develops for the Shares, Rule 144 promulgated under the Securities Act requires for non-affiliates, among other conditions, a one-year holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Securities Act. Lauzon understands and acknowledges that neither Send Global nor ITKH is under any obligation to register the Acquired Shares under the Securities Act or any state securities or “blue sky” laws. Lauzon acknowledges that at such time, if ever, as the Acquired Shares are registered, sales of such securities will be subject to state securities laws, and that any sales must comply in all respects with all applicable state securities laws, including those of the state in which Lauzon resides, which may require any securities sold in such state to be sold through a registered broker-dealer or in reliance upon an exemption from registration.

Lauzon understands and agrees that the Acquired Shares have not been registered under the 1933 Act or any applicable state securities laws, by reason of their issuance in a transaction that does not require registration under the 1933 Act (based in part on the accuracy of the representations and warranties of Lauzon contained herein), and that such Acquired Shares must be held indefinitely unless a subsequent disposition is registered under the 1933 Act or any applicable state securities laws or is exempt from such registration.

3.3.6 The Acquired Shares shall bear the following or similar legend:

**“THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR 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 HOLDER), 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. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.”**

3.3.7 The offer to transfer the Acquired Shares was directly communicated to Lauzon by Send Global. At no time was Lauzon presented with or solicited by any leaflet, newspaper or

magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.

3.3.8 Lauzon represents that the foregoing representations and warranties are true and correct as of the date hereof and agrees to indemnify ITKH of any misrepresentation upon which ITKH reasonably relies upon for the transactions contemplated in this Agreement. Unless Lauzon otherwise notifies Send Global prior to the Closing Date, the foregoing representations and warranties shall be true and correct as of the Closing Date.

3.3.9 Lauzon acknowledges that he has cooperated with ITKH in making all of Send Global's records available for the purposes of this Agreement.

3.3.10 The foregoing representations and warranties shall survive the Closing Date and for a period of eighteen (18) months thereafter.

#### **SECTION 4. MISCELLANEOUS**

##### **4.1. Termination**

Anything contained in this Agreement to the contrary notwithstanding, the Agreement may be terminated and abandoned at any time prior to or on the Closing Date:

- (a) By mutual written consent of the Parties;
- (b) By ITKH or Lauzon, if any condition set forth in this Agreement relating to the other party has not been met or has not been waived;
- (c) By ITKH or Lauzon, if any suit, action, or other proceeding shall be pending or threatened by the federal or state government before any court or governmental agency, in which Send Global, Lauzon or ITKH is a party or in which, it is sought to restrain, prohibit, or otherwise affect consummation of the transaction contemplated hereby; or
- (d) By ITKH or Lauzon, if there is discovered any material error, misstatement or omission in the representations and warranties of another party.

In the event of the termination of this Agreement and abandonment of the Transactions, this Agreement shall terminate and the parties shall have no liabilities or obligations to each other hereunder; provided that nothing contained herein shall relieve any party of liability for fraud, misrepresentation or willful breach of this Agreement.

##### **4.2 Resignation of Old and Appointment of New Board of Directors and Officers.**

Concurrent with the Closing, Lauzon shall resign as an officer and director of ITKH, and ITKH shall take all necessary action(s) required to appoint new person(s) to their respective officer and/or director positions with ITKH.

Concurrent with the Closing, Lauzon shall remain Chief Executive Officer and a director of Send Global, and Send Global shall take all necessary action to increase the total number of authorized board seats to two (2), who shall be Lauzon and Fredrick W. Wicks. Such directors shall be the directors of Send Global at the Closing Date and shall not be removed from the Board for the 12-month period after the Closing Date. For the 12-month period after the Closing Date, the number of directors on the Board of Directors of Send Global shall be two (2). Thereafter, the directors will hold office until their respective successors are duly elected or appointed and qualify in the manner provided in the Certificate of Incorporation and bylaws of Send Global, or as otherwise provided by applicable law.

Send Global and ITKH shall take such corporate action(s) required by Send Global's Articles of Incorporation and/or Bylaws to (a) appoint the below named persons to their respective positions, to be effective on the day following the Closing Date.

<u>Name</u>	<u>Position</u>
Jeff Lauzon	Director
Jeff Lauzon	CEO, Corp. Sec., CFO
Fredrick Wicks	Director

#### 4.3. Settlement Agreement and Management/Employment Agreement.

Jeff Lauzon shall execute a settlement contract with ITKH, attached hereto and incorporated herein as Exhibit 4.7, simultaneously with the execution of this Agreement, such settlement agreement to be effective as of the Closing Date.

Lauzon shall execute a management/employment agreement with Send Global, attached hereto and incorporated herein as Exhibit 4.7, simultaneously with the execution of this Agreement, to be effective as of the Closing Date.

#### 4.4 Send Global's Continued Employment of Fred Wicks.

Send Global shall continue to employ Fred Wicks as a director and employee, and shall pay a monthly fee to Fred Wicks in the amount of Five Thousand Dollars (\$5,000) on the 1<sup>st</sup> of each month commencing after the Closing Date and continuing for a period of 12 months thereafter. At the end of the twelve month period, and provided that the Send Global promissory note personally guaranteed by Mr. Wicks has been fully repaid and that all benefits and payments have been paid by Send Global to Mr. Wicks pursuant to this Section 4.4, Mr. Wicks shall execute a settlement and general release agreement with Send Global.

4.5 Conversion of ITKH Series B Preferred Stock; Right of First Refusal. Lauzon shall be entitled, at his option, but only after giving ITKH at least ten (10) days prior notice and a right of first refusal, to convert his ITKH Series B Convertible Preferred Stock into shares of common stock.

ITKH shall have a right of first refusal with respect to any conversion undertaken by Lauzon, as follows: In the event that Lauzon propose to convert all or a portion of the Series B Preferred Stock (a "Proposed Transaction"), then Lauzon shall send to ITKH a notice in writing of his intent to convert (such notice, the "Intent to Convert Notice"). The Intent to Convert Notice shall constitute an irrevocable offer to sell the Series B Convertible Preferred Shares which are the subject of the Proposed Transaction (the "Offered Securities") to ITKH, on the basis described in the Proposed Transaction.

At any time within ten (10) business days after receipt by ITKH of the Intent to Convert Notice (the "Option Period"), ITKH may elect to accept the offer to purchase (or find a third party to accept the offer to purchase) with respect to all of the Offered Securities under identical terms of the Proposed Transaction and shall give written notice of such election (the "Acceptance Notice") to Lauzon within the Option Period. The closing for any purchase of Offered Securities by ITKH shall take place within the Option Period. After the expiration of the Option Period, if ITKH has not provided to Lauzon an Acceptance Notice and the funds for all of the Offered Securities under identical terms of the Proposed Transaction, then Lauzon may convert such Offered Securities.

4.6 Indemnification of Lauzon. ITKH hereby agrees to indemnify Lauzon against any claim, demand, action, liability, damages, loss, cost or expense (including, without limitation, reasonable legal fees and expenses incurred by Lauzon in investigating or defending any such proceeding or potential proceeding and regardless of whether the foregoing results from a third party claim or otherwise) (all of the foregoing, including associated costs and expenses being referred to herein as a "Proceeding"), that it may incur in connection with any of the transactions contemplated hereby arising out of or based upon:

(ii) any of the representations or warranties made by ITKH herein being untrue or incorrect at the time such representation or warranty was made; and

(iii) any breach or non-performance by ITKH of any of its covenants, agreements or obligations under, this Agreement;

provided, however, that the foregoing indemnity shall not apply to any Proceeding to the extent that it arises out of, or is based upon, the gross negligence or willful misconduct of Lauzon in connection therewith.

4.7 Indemnification of ITKH. Lauzon, hereby agrees to indemnify ITKH, and its officers, directors, member holders and/or affiliates (each a "ITKH Indemnified Party") against any claim, demand, action, liability, damages, loss, cost or expense (including, without limitation, reasonable legal fees and expenses incurred by ITKH in investigating or defending any such proceeding or potential proceeding and regardless of whether the foregoing results from a third party claim or otherwise) (all of the foregoing, including associated costs and expenses being referred to herein as a

" Proceeding "), that it may incur in connection with any of the transactions contemplated hereby arising out of or based upon:

(i) any of the representations, covenants, or warranties made by Lauzon herein being untrue or incorrect at the time such representation or warranty was made;

(iii) any breach, default or non-performance by Lauzon of any of his covenants, agreements or obligations under this Agreement;

(iv) any direct or indirect liabilities in connection with, or arising out of and/or related to any action and/or non-action of Lauzon that occurred after the Closing Date;

provided, however, that the foregoing indemnity shall not apply to any Proceeding to the extent that it arises out of, or is based upon, the gross negligence or willful misconduct of ITKH in connection therewith.

#### 4.8 Conduct of Claims.

(i) Whenever a claim for indemnification shall arise under this Section as a result of a third party claim, the party seeking indemnification (the "Indemnified Party"), shall notify the party from whom such indemnification is sought (the "Indemnifying Party") in writing of the Proceeding and the facts constituting the basis for such claim in reasonable detail; provided, that the Indemnified Party shall not be foreclosed by any failure to provide timely notice of the existence of a third party claim to the Indemnifying Party except to the extent that the Indemnifying Party has been materially prejudiced as a direct result of such delay;

(ii) Such Indemnifying Party shall have the right to retain the counsel of its choice in connection with such Proceeding and to participate at its own expense in the defense of any such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of the relevant Indemnified Party) also be counsel to such Indemnified Party. In no event shall the Indemnifying Party be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from its own counsel for all Indemnified Parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances; and

(iii) No Indemnifying Party shall, without the prior written consent of the Indemnified Parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification could be sought under this Section unless such settlement, compromise or consent (A) includes an unconditional release of each Indemnified Party from all liability arising out of such litigation, investigation, proceeding or claim and (B) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

#### 4.9 Post-Close Options.

- (i) On or at any time after the first annual anniversary date of the Closing Date, Lauzon shall have the option to purchase an additional 210 shares of common stock of Send Global, representing an additional twenty one percent (21%) beneficial ownership interest in Send Global (the “Additional Shares”) from ITKH in exchange for the transfer and assignment of the entire outstanding balance of the Note. If Lauzon wants to exercise this option, Lauzon shall send to ITKH a written notice of such election using the form attached hereto as Exhibit 4.9(i). ITKH may, at its option, transfer the Additional Shares to Lauzon for the Note at any time after the Closing Date.
- (ii) On or at any time after the first annual anniversary date of the Closing Date, and provided that the option in Section 4.9(i) above has been exercised, Lauzon shall be entitled, at his option, but only after giving ITKH at least 90 days prior notice and a right of first refusal, to sell his Acquired Shares and Additional Shares (representing seventy percent (70%) equity ownership interest in Send Global) (the “Offered Securities”) to a third party.

ITKH shall have a right of first refusal with respect to any offer to sell the Offered Securities to any third party(ies) undertaken by Lauzon, as follows: In the event that Lauzon propose to sell, assign or otherwise transfer ownership of the Offered Securities (a “Proposed Transaction”), then Lauzon shall send to ITKH a notice in writing of all of the terms of the Proposed Transaction (such notice, the “Offer Notice”). The Offer Notice shall constitute an irrevocable offer to sell the Offered Securities which are the subject of the Proposed Transaction (the “Offered Securities”) to Send Global, on the basis described in the Proposed Transaction.

At any time within ten (10) business days after receipt by ITKH of the Offer Notice (the “Option Period”), ITKH may elect to accept the offer to purchase with respect to all of the Offered Securities under identical terms of the Proposed Transaction and shall give written notice of such election (the “Acceptance Notice”) to Lauzon within the Option Period. The closing for any purchase of Offered Securities by ITKH shall take place within thirty (30) days following the expiration of the Option Period. After the expiration of the Option Period, if ITKH has not provided to Lauzon an Acceptance Notice for all of the Offered Securities under identical terms of the Proposed Transaction, then Lauzon may offer such Offered Securities on identical terms to third parties. However, in the course of negotiation with third parties, if the terms of the Proposed Transaction are materially modified, then Lauzon shall again send an Offer Notice to ITKH outlining any such material modification of the Proposed Transaction (the “Revised Transaction”) and shall grant ITKH a new Offering Period in which to accept such Revised Transaction.

Upon the closing of a Proposed Transaction or a Revised Transaction to a third party(ies), Lauzon shall receive seventy percent (70%) of the sale proceeds and ITKH shall receive the remaining thirty percent (30%) of the sale proceeds.

#### 4.10 Post Close Covenants of Lauzon.

From the Closing Date and until ITKH no longer has any equity interest in Send Global, Lauzon and Send Global jointly and severally covenant the following:

4.10.1 Send Global will not enter into any contract or business transaction, merger or business combination, or incur any further debts or obligations without the express written consent of ITKH, such consent shall not be unreasonably withheld.

4.10.2 Other than as set forth in this Agreement, Send Global will not amend or change its Articles of Incorporation or Bylaws, or issue any further shares or create any other class of shares in Send Global without the express written consent of ITKH, such consent shall not be unreasonably withheld.

4.10.3 Send Global will not issue any stock options, warrants or other rights or interests in or to its shares without the express written consent of ITKH, such consent shall not be unreasonably withheld.

4.10.4 Except as authorized pursuant to Section 4.9 of this Agreement, Lauzon will not encumber or mortgage any right or interest in his Send Global shares, and will not transfer any rights to such shares to any third party whatsoever.

4.10.5 Send Global will not declare any dividend in cash or stock, or any other benefit.

4.10.6 Lauzon agrees to indemnify ITKH against and to pay any loss, damage, expense or claim or other liability incurred or suffered by ITKH by reason of the breach of any material post-close covenant contained in this Agreement.

4.10.7 ITKH shall have full access to Send Global's Quickbooks, financial records and email system. All financial and other information which Send Global and/or Lauzon furnishes to ITKH, (i) will be true, accurate and complete as of its date and in all material respects except to the extent such information is superseded by information marked as such, (ii) will not omit any material fact, not misleading and (iii) will present fairly the financial condition of the organization as of the date and for the period covered thereby.

Send Global shall maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset and liability accountability, (iii) access to assets or incurrence of liabilities is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets and liabilities is compared with the existing assets and liabilities at reasonable intervals and appropriate action is taken with respect to any difference. Send Global maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 promulgated under the Exchange Act) that are

effective in ensuring that information required to be disclosed by it in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the rules and forms of the SEC, including, without limitation, controls and procedures designed to ensure that information required to be disclosed by it in the reports that it files or submits under the Exchange Act is accumulated and communicated to its management, including its principal executive officer or officers and its principal financial officer or officers, as appropriate, to allow timely decisions regarding required disclosure.

There shall be no transaction, arrangement, or other relationship between Send Global and an unconsolidated or other off balance sheet entity that is required to be disclosed by ITKH in its SEC Filings or OTC Markets filings and is not so disclosed or that otherwise would have a Material Adverse Effect.

#### 4.11 Survival of the Representations, Warranties, etc.

The respective representations, warranties, and agreements made herein by or on behalf of the Parties hereto shall survive the Closing and remain in full force and effect until the second (<sup>2nd</sup>) anniversary of such Closing, regardless of any investigation made by or on behalf of the other party to this Agreement or any officer, director or employee of, or Person controlling or under common control with, such party and will survive delivery of and payment for the Acquired Shares hereunder or thereunder, and even if a party knew or had reason to know of any misrepresentation or breach of warranty or covenant at the time of the applicable Closing.

#### 4.12 Disclosure.

Except to comply with applicable securities laws and regulations, ITKH and Send Global agree that they will not make any public comments, statements, or communications with respect to, or otherwise disclose the execution of this Agreement or the terms and conditions of the transactions contemplated by this Agreement without the prior written consent of Lauzon, which consent shall not be unreasonably withheld.

#### 4.13. Notices.

Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile or by overnight registered mail, postage prepaid, addressed as follows:

If to iTeknik Holding Corporation:

Attn: Fred Wicks  
27032 Carrington Place  
Harrison Twp. , MI 48045  
248-742-3612 FAX

If to Lauzon, to:

Jeff Lauzon  
2105 Sunnybrook

Commerce, MI. 48382

Or such other address or number as shall be furnished in writing by any such Party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered or sent by facsimile.

#### 4.14. Parties in Interest.

This Agreement may not be transferred, assigned or pledged by any Party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

#### 4.15. Entire Agreement.

This Agreement and the other documents referred to herein contain the entire understanding of the Parties hereto with respect to the subject matter contained herein. This Agreement shall supersede all prior agreements and understandings between the Parties with respect to the transactions contemplated herein.

#### 4.16. Amendments.

This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Parties.

#### 4.17 Time is of Essence.

With regard to all dates and time periods set forth in this Agreement, time of is of essence.

#### 4.18. Severability.

In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

#### 4.19. Counterparts.

This Agreement may be executed in any number of counterparts, including counterparts transmitted by telecopier, PDF or facsimile transmission, any one of which shall constitute an original of this Agreement. When counterparts of copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The Parties agree that all such signatures may be transferred to a single document upon the request of any Party.

4.20 Remedies Cumulative. Any and all remedies set forth in this Agreement: (i) shall be in addition to any and all other remedies the Parties may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as each of the Parties may elect. The exercise of any remedy by any Party shall not be deemed an election of remedies or preclude such Party from exercising any other remedies in the future. The prevailing Party in any Related Proceeding shall be entitled to recover his or its reasonable attorneys' fees and costs (including experts' and witness fees and costs) from the unsuccessful Party.

4.21 Expenses.

Each of the Parties shall bear his own expenses in connection with the transactions contemplated by this Agreement, including, but not limited to, the fact that Send Global and/or ITKHs have employed broker(s), as listed on Schedule 4.3, whose fees, commissions or similar payments in connection with the transaction contemplated hereby shall be negotiated and paid by Send Global.

4.22 Governing Law.

The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Michigan applicable to agreements executed and to be wholly performed solely within such state.

**\*\*\*Signature page follows\*\*\***

**IN WITNESS WHEREOF**, each of the Parties hereto has caused its/his name to be hereunto subscribed as of the day and year first above written.

ITKH:

iTeknik Holding Corporation

By: /s/ Fredrick W. Wicks

Name: Fredrick W. Wicks

Title: Chief Executive Officer

Company:

Send Global Corp.

By: /s/ Fredrick W. Wicks

Name: Fredrick W. Wicks

Title:

Lauzon:

Jeffrey Lauzon

By: /s/ Jeffrey Lauzon

## STOCK PURCHASE AGREEMENT

This **Stock Purchase Agreement** (“**Agreement**”), dated as of June 8, 2015, is entered into by and among iTeknik Holding Corporation, a Wyoming corporation (“**ITKH**” or the “**Company**” or the “**Seller**”), Fredrick W. Wicks and the Fredrick W. Wicks Trust (together, the “**Shareholder**”) and Growthcap Investments Inc., a Delaware corporation (the “**Purchaser**” and together with the Seller and Shareholder, are the “**Parties**”), that agree as follows:

This Agreement is conditioned upon the prior execution and closing of a separate Stock Purchase Agreement by and among Send Global Corp, the Company and Jeffrey Lauzon (the “Send Global SPA”).

### RECITALS

**WHEREAS**, Fredrick W. Wicks is the CEO, Chairman and a shareholder of ITKH, who at closing owns and/or controls in the aggregate 50,000,000 common shares of the Company, 431,000 shares of Series A Preferred Stock (425,000 of which are owned by the Fredrick W. Wicks Trust, with Fredrick W. Wicks as Trustee), and 1 share of Series C Preferred Stock (together, the “**Shareholder Securities**”) which in the aggregate represents 23.9% of the beneficial ownership of the Company and 45.5% of the voting control of the Company prior to the Send Global SPA closing, and 32.9% beneficial ownership and 84.9% voting control after the Send Global SPA closing;

**WHEREAS**, the Purchaser is a corporation organized and existing under the laws of the State of Delaware, and desires to acquire a 30% beneficial ownership interest in the Company by purchasing a total of 3,000 shares of Series B Convertible Preferred Stock, as amended (the “**Acquired Shares**”) (which in the aggregate represents 30% of the beneficial ownership of the Company and 30% of the voting control of the Company); and

**NOW, THEREFORE**, in consideration of the premises and of the covenants, representations, warranties and agreements herein contained, the Parties have reached the following agreement with respect to the sale by the Seller of the Acquired Shares to the Purchaser:

### AGREEMENT

#### SECTION 1. CONSTRUCTION AND INTERPRETATION

##### 1.1. Principles of Construction.

(a) All references to Articles, Sections, subsections, Schedules and Appendixes are to Articles, Sections, subsections, Schedules and Appendixes in or to this Agreement unless otherwise specified. 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. The term “including” is not limiting and means “including without limitations.”

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) The Section headings herein are for convenience only and shall not affect the construction hereof.

(d) This Agreement is the result of negotiations among the Parties and has been reviewed by each Party's counsel. Accordingly, this Agreement shall not be construed against any Party merely because of such Party's involvement in its preparation.

(e) Wherever in this Agreement the intent so requires, reference to the neuter, masculine or feminine shall be deemed to include each of the other, and reference to either the singular or the plural shall be deemed to include the other.

1.2 Definitions. For purposes hereof, the following terms when used herein shall have the respective meaning set forth below.

"Affiliate" means (except as otherwise specifically defined herein), as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"Liability" means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated or due or to become due and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto, including all reasonable fees, disbursements and expenses of legal counsel, experts, engineers and consultants.

"Lien" means any mortgage, charge, adverse right or claim, lien, lease, option, pledge, security interest, deed of trust, right of first refusal, easement, encumbrance, servitude, proxy, voting trust or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"Material Adverse Effect" means any event, change, circumstance or effect that individually or in the aggregate has had or would reasonably be expected to have a material adverse effect on the business, assets, results of operations or condition (financial or otherwise) of the Company, taken as a whole, except for any such effects resulting from (a) the transactions contemplated by this Agreement or the announcement thereof, (b) changes in general economic or political conditions or the securities markets in general, (c) changes, after the date of this Agreement, in conditions generally applicable to businesses in the same industries of the Company including (i)

changes in Laws generally applicable to such businesses or industry and (ii) changes in applicable Law or in GAAP or its application, or (d) national or international hostilities, acts of terror, or acts of war, provided that in the case of the foregoing clauses (a) - (d), except to the extent such event, change, circumstance or effect disproportionately impacts the Company taken as a whole relative to other companies in the industries in which the Company operates.

## **SECTION 2. THE TRANSACTION**

### **2.1. Purchase Price.**

The Company hereby agrees to sell to the Purchaser, and the Purchaser, in reliance on the representations and warranties contained herein, and subject to the terms and conditions of this Agreement, agrees to purchase the Acquired Shares in exchange for services rendered pursuant to a consulting agreement by and among the Company and Purchaser, attached hereto and incorporated herein (the "Purchase Price"), of which, 1,000 shares of Series B Convertible Preferred Stock shall be immediately issued upon the Closing Date, 1,000 shares of Series B Convertible Preferred Stock shall be issued when the Company's SEC Form 10 is filed and goes effective with the SEC, and the remaining 1,000 Series B Shares shall be issued when the Company, or a party arranged by Purchaser agreeable to Shareholder, repays the outstanding balance on the promissory notes issued to Shareholder.

### **2.2. Amended Series B Convertible Preferred Stock.**

On the Closing Date, the terms and conditions of the Series B Preferred Stock shall be amended to the terms as set forth in the Amended Certificate of Designation of Series B Preferred Stock, attached hereto and incorporated herein as Exhibit 2.2. The Company shall file the Amended Certificate of Designation of Series B Preferred Stock with the Secretary of State of Wyoming as soon as reasonably practical after the Closing Date.

### **2.3. Shareholder Conversion.**

On the Closing Date, Shareholder hereby agrees to convert all Shareholder Securities, except for 1 share of Series C Preferred Stock (which shall be cancelled upon the final issuance of Series B Stock to Purchaser pursuant to Section 2.1 above) into a total of Three Thousand Five Hundred (3,500) shares of Series B Convertible Preferred Stock.

### **2.4 Closing.**

Subject to Purchaser's and Seller's election to proceed and subject to the other terms and conditions of this Agreement, the Closing shall take place by overnight mail immediately after the Closing of the Send Global SPA (the "Closing Date").

### **SECTION 3. REPRESENTATIONS AND WARRANTIES**

3.1. Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to the Purchaser:

3.1.1 The Company is a corporation duly organized and validly existing under the laws of the State of Wyoming and has all corporate power necessary to engage in all transactions in which it has been involved, as well as any general business transactions in the future that may be desired by its directors.

3.1.2 The Company is in good standing with the Secretary of State of Wyoming. The Company's subsidiaries are in good standing with the Secretary of State of their respective states of incorporation. The Company and each of its subsidiaries are duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. Copies of the Certificate of Incorporation and Bylaws of the Company, and all amendments thereto, heretofore delivered to Purchaser are accurate and complete as of the date hereof. Schedule 3.1.2 contains a true, correct and complete list of all jurisdictions in which the Company and each of its subsidiaries are qualified to do business as a foreign corporation.

3.1.3 The Company has at the date of execution of this Agreement, and will have at the Closing Date, Financial Statements not materially or substantially different from the report for the quarter ended March 31, 2015 filed with OTC markets.

3.1.4 Liabilities. The Company does not have any liabilities, obligations or commitments of any nature (whether absolute, accrued, contingent or otherwise and whether matured or unmatured), including without limitation tax liabilities due or to become due, except (1) liabilities which are reflected and reserved against on the Financial Statements, which have not been paid or discharged since the date thereof, (2) liabilities arising under Contracts, leases, letters of credit, purchase orders, licenses, Permits, purchase agreements and other agreements, business arrangements and commitments described in the Disclosure Schedule (and under those Contracts which are not required to be disclosed on the Disclosure Schedule) and (3) liabilities incurred since the date of the Financial Statements in the ordinary course of business and consistent with past practice and in accordance with this Agreement (none of which relates to any breach of contract, breach of warranty, tort, infringement or violation of law or arose out of any Action) which, individually or in the aggregate, has or would have a Material Adverse Effect.

3.1.5 Litigation; Compliance with the Law. The Company is not subject to any pending or threatened litigation, claims or lawsuits from any party, and there are no pending or threatened proceedings against the Company by any federal, state or local government, or any department, board, agency or other body thereof. There is no action, order, writ, injunction, judgment or decree outstanding or any claim, suit, litigation, proceeding, labor dispute, arbitral action, governmental audit

or investigation (collectively, “Actions”) pending, or, to the Company’s knowledge, threatened or anticipated (1) against, related to or affecting: (a) the Company, (b) any officers or directors of the Company, or (c) the Shareholder, (2) seeking to delay, limit or enjoin the transactions contemplated by this Agreement, (3) that involve the risk of criminal liability, or (4) in which the Company is a plaintiff, including any derivative suits. The Company is not in material default with respect to or subject to any judgment, order, writ, injunction or decree of any court or governmental agency, and there are no unsatisfied judgments against the Company.

The Company has not violated and is in compliance with all laws, statutes, ordinances, regulations, rules and orders of any foreign, federal, state or local government and any other governmental department or agency, and any judgment, decision, decree or order of any court or governmental agency, department or authority, except where the violation or failure to comply, individually or in the aggregate, would not have a Material Adverse Effect. The Company has not received any notice to the effect that it is not in compliance with any such statutes, regulations, rules, judgments, decrees, orders, ordinances or other laws. The Company has committed no act, and there has been no omission, which may result in, and there has been no occurrence which may give rise to, product liability or liability for breach of warranty (whether covered by insurance or not) on the part of the Company, with respect to products designed, manufactured, assembled, repaired, maintained, delivered, shipped or installed or services rendered prior to or on the Closing Date which, in the aggregate, would have a Material Adverse Effect.

3.1.6 Contracts and Commitments. Through Box.com, the Company has delivered to Purchaser true, correct and complete copies of all of the written Contracts including all amendments and supplements thereto.

The Company has duly performed all of its obligations under the Contracts, and no material violation of, or material default or material breach under, any Contracts has accrued.

3.1.7 No Other Agreements. The Company, its officers, directors or affiliates do not have any commitment or legal obligation, absolute or contingent, to any other person or firm other than Purchaser to sell, assign, transfer or effect a sale of any assets of the Company (other than inventory in the ordinary course of business), to sell or effect a sale of a majority of the capital stock of the Company, to effect any merger, consolidation, liquidation, dissolution or other reorganization of the Company, or to enter into any agreement or cause the entering into of an agreement with respect to any of the foregoing.

3.1.8 Except as set forth in the Financial Statements the Company is not liable for any taxes, including income, real or personal property taxes, to any governmental or state agencies whatsoever. The Company has timely filed all income, real or personal property, sales, use, employment or other governmental tax returns or reports required to be filed by it with any federal, state or other governmental agency and all taxes required to be paid by the Company in respect of such returns have been paid in full. None of such returns are subject to examination by any such taxing authority and the Company has not received notice of any intention to require the Company to file any additional tax returns in any jurisdiction to which it may be subject.

3.1.9 The Company is not in violation of any provision of laws or regulations of federal, state or local government authorities and agencies. The Company has all Permits required to conduct its business except such Permits the failure of which to obtain would not have a Material Adverse Effect. All such permits are valid and in full force and effect. No notice to, declaration, filing or registration with, or Permit from, any domestic or foreign governmental or regulatory body or authority, or any other person or entity, is required to be made or obtained by the Company or any Shareholder in connection with the execution, delivery or performance of this Agreement and the consummation of the transactions contemplated hereby.

3.1.10 Title to the Shares. The Company has full power to issue and deliver the Acquired Shares to the Purchaser in accordance with the terms of this Agreement. The delivery to the Purchaser of certificates evidencing the issuance of the Acquired Shares pursuant to the provisions of this Agreement will transfer to the Purchaser good and marketable title thereto, free and clear of all liens, encumbrances, restrictions and claims of any kind.

3.1.11 There are no authorized shares of the Company other than 500,000,000 common shares, par value \$0.0001 per share, and 3,000,000 preferred shares, par value \$0.001 per share, and there are no issued and outstanding shares of the Company other than 277,614,987 common shares, 1,235,000 shares of Series A Preferred Stock and 2 shares of Series C Preferred Stock, prior to the closing of the Send Global SPA. On Closing of the Send Global SPA and prior to the issuance of the Series B Convertible Preferred Stock under this Agreement, the issued and outstanding shares of the Company will be 227,614,987 common shares, 635,000 shares of Series A Preferred Stock and 1 share of Series C Preferred Stock. The Acquired Shares will be legally and validly issued and fully paid and non-assessable shares of the Company; and all such stock has been issued under duly authorized resolutions of the Board of Directors of the Company.

3.1.12 All issuances of the Company of the shares in their stock in past transactions have been legally and validly effected, without violation of any preemptive rights, and all of such shares of capital stock are fully paid and non-assessable.

3.1.13 There are no outstanding subscriptions, options, warrants, convertible securities or rights or commitments of any nature in regard to the Company's authorized but unissued capital stock or any agreements restricting the transfer of outstanding or authorized but unissued common stock, other than a \$25,500 convertible promissory note, There are no shareholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's shareholders.

3.1.14 The execution and delivery of this Agreement, and the subsequent closing thereof, will not result in the breach by the Company of (i) any agreement or other instrument to which they are or have been a party or (ii) the Company's Articles of Incorporation or Bylaws.

3.1.15 All financial and other information which the Company furnished or will furnish to the Purchaser, including information with regard to the Company contained in the SEC filings and OTC Markets filings filed by the Company since its inception (i) is true, accurate and complete as of its

date and in all material respects except to the extent such information is superseded by information marked as such, (ii) does not omit any material fact, not misleading and (iii) presents fairly the financial condition of the organization as of the date and for the period covered thereby.

Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset and liability accountability, (iii) access to assets or incurrence of liabilities is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets and liabilities is compared with the existing assets and liabilities at reasonable intervals and appropriate action is taken with respect to any difference. Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 promulgated under the Exchange Act) that are effective in ensuring that information required to be disclosed by it in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the rules and forms of the SEC, including, without limitation, controls and procedures designed to ensure that information required to be disclosed by it in the reports that it files or submits under the Exchange Act is accumulated and communicated to its management, including its principal executive officer or officers and its principal financial officer or officers, as appropriate, to allow timely decisions regarding required disclosure.

There is no transaction, arrangement, or other relationship between Company and an unconsolidated or other off balance sheet entity that is required to be disclosed by Company in its SEC Filings or OTC Markets filings and is not so disclosed or that otherwise would have a Material Adverse Effect.

3.1.16 The common stock of the Company is not registered under Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Company is an OTC Markets Current Information Company and there are no proceedings pending to revoke or terminate such registration. Since the date of the common stock's registration under the OTC Markets Alternative Disclosure Service, the Company has filed all reports with the OTC Markets required to be filed by the OTC Markets, and all such reports were filed timely.

3.1.17 Neither Company nor any Person acting on their behalf, has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the offering of the Investment Securities to be integrated with prior offerings by Company for purposes of the Securities Act or the rules and regulations of FINRA.

3.1.18 All stock transfer or other taxes (other than income or similar taxes) that are required to be paid in connection with the offering of the Acquired Shares will be, or will have been, fully paid or provided for by Company, and all laws imposing such taxes will be or will have been complied with.

The representations and warranties herein by the Company shall be true and correct in all material respects on and as of the Closing Date hereof with the same force and effect as though said

representations and warranties had been made on and as of the Closing Date.

The representations and warranties made above shall survive the Closing Date and shall expire for all purposes in the date numerically corresponding to the Closing Date in the eighteenth month after the Closing Date.

### 3.2. Covenants of the Company.

From the date of this Agreement and until the Closing Date, the Company covenants the following:

3.2.1 The Company will, to the best of its ability, preserve intact the current status of the Company as an OTC Current Information Filer with the OTC Markets.

3.2.2 The Company will provide access to digital records or documents to Purchaser with all corporate records and documents of the Company, such as Articles of Incorporation and Bylaws, minute books, stock books, or any other corporate document or record (including financial and bank documents, books and records) requested by the Purchaser.

3.2.3 Other than as set forth in this Agreement, the Company will not amend or change its Articles of Incorporation or Bylaws, or issue any further shares or create any other class of shares in the Company without the express written consent of the Purchaser, such consent shall not be unreasonably withheld.

3.2.4 The Company will not issue any stock options, warrants or other rights or interests in or to its shares without the express written consent of the Purchaser, such consent shall not be unreasonably withheld.

3.2.5 The Shareholder will not encumber or mortgage any right or interest in their shares of the capital stock, and also they will not transfer any rights to such shares of the capital stock to any third party whatsoever.

3.2.6 The Company will not implement any bonus, benefit, profit sharing, stock option, pension retirement plan or similar arrangement.

3.2.7 The Company represents that the foregoing representations and warranties are true and correct as of the date hereof and, unless the Company otherwise notifies the Purchaser prior to the Closing Date shall be true and correct as of the Closing Date.

3.2.8 The Company agrees to indemnify the Purchaser against and to pay any loss, damage, expense or claim or other liability incurred or suffered by the Purchaser by reason of the breach of any material covenant or inaccuracy or misrepresentation of any warranty or representation contained in this Agreement.

3.2.9 The Company's Board of Directors, by vote at meetings duly called and held, has approved this Agreement and the Amended Certificate of Designation of Series B Preferred Stock, and has declared it advisable, determined that the transaction is in the best interest of the Company's shareholders, and has adopted resolutions approving and adopting this Agreement and the Amended Certificate of Designation of Series B Preferred Stock.

3.3 Representations and Warranties of the Purchaser. The Purchaser hereby makes the following representations and warranties to the Company:

3.3.1 The Purchaser has the requisite power and authority to enter into and perform this Agreement and to purchase the shares being sold to it hereunder. The execution, delivery and performance of this Agreement by such Purchaser and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action, and no further consent or authorization of such Purchaser is required. This Agreement has been duly authorized, executed and delivered by such Purchaser and constitutes, or shall constitute when executed and delivered, a valid and binding obligation of such Purchaser enforceable against such Purchaser in accordance with the terms thereof.

3.3.2 The Purchaser has the financial resources necessary to consummate the financial transactions contemplated by this Agreement, including the ability to pay the Purchase Price, and any and all fees and expenses agreed to be borne by the Purchaser in accordance with this Agreement. The Purchaser acknowledges, affirms, and confirms that it is not a condition to Closing or any of its other obligations under this Agreement that the Purchaser obtain financing not already secured for or relating to any of the transactions contemplated hereby. But for the Purchaser's declaration as stated in this section of this Agreement, Shareholders or Company would not have entered into this Agreement. Therefore, if Purchaser does not pay or is unable to pay the Purchase Price at Closing, such failure to pay shall be deemed a default of the Agreement by Purchaser, relieving all Parties of any obligations hereunder.

3.3.3 The Purchaser is either (i) a "sophisticated investor" as that term is defined in Regulation D promulgated under the Securities Act and as set forth in Exhibit A attached hereto and made a part hereof, or (ii) not a U.S. Person as defined in Rule 902 of Regulation S promulgated under the Securities Act. The Purchaser is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States publicly-owned companies in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable such Purchaser to utilize the information made available by the Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. The Purchaser has the authority and is duly and legally qualified to purchase and own shares of the Company. The Purchaser is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof. The information set forth on the signature page hereto regarding the Purchaser is accurate.

3.3.4 On the Closing Date, such Purchaser will purchase the Acquired Shares pursuant to the terms of this Agreement for its own account for investment only and not with a view toward, or for resale in connection with, the public sale or any distribution thereof.

3.3.5 The Purchaser understands and agrees that the Acquired Shares have not been registered under the 1933 Act or any applicable state securities laws, by reason of their issuance in a transaction that does not require registration under the 1933 Act (based in part on the accuracy of the representations and warranties of the Purchaser contained herein), and that such Acquired Shares must be held indefinitely unless a subsequent disposition is registered under the 1933 Act or any applicable state securities laws or is exempt from such registration.

3.3.6 The Acquired Shares shall bear the following or similar legend:

**“THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR 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 HOLDER), 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. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.”**

3.3.7 The offer to sell the Acquired Shares was directly communicated to such Purchaser by the Company. At no time was such Purchaser presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.

3.3.8 Such Purchaser represents that the foregoing representations and warranties are true and correct as of the date hereof and agrees to indemnify the Company of any misrepresentation upon which the Company reasonably relies upon for the transactions contemplated in this Agreement. Unless such Purchaser otherwise notifies the Company prior to the Closing Date, the foregoing representations and warranties shall be true and correct as of the Closing Date.

3.3.9 The Purchaser acknowledges the Company has cooperated with Purchaser in making all of its records of the Company available to Purchaser and that Purchaser has received access to the Box.com files incorporated hereto by reference, at the time of Closing.

3.3.10 The foregoing representations and warranties shall survive the Closing Date and for a period of eighteen (18) months thereafter.

## SECTION 4. MISCELLANEOUS

### 4.1. Termination

Anything contained in this Agreement to the contrary notwithstanding, the Agreement may be terminated and abandoned at any time prior to or on the Closing Date:

- (a) By mutual written consent of the Parties;
- (b) By Seller or Buyer, if any condition set forth in this Agreement relating to the other party has not been met or has not been waived;
- (c) By Seller or Buyer, if any suit, action, or other proceeding shall be pending or threatened by the federal or state government before any court or governmental agency, in which the Company is a party or in which, it is sought to restrain, prohibit, or otherwise affect consummation of the transaction contemplated hereby; or
- (d) By Seller or Buyer, if there is discovered any material error, misstatement or omission in the representations and warranties of another party.

In the event of the termination of this Agreement and abandonment of the Transactions, this Agreement shall terminate and the parties shall have no liabilities or obligations to each other hereunder; provided that nothing contained herein shall relieve any party of liability for fraud, misrepresentation or willful breach of this Agreement.

### 4.2 Expenses.

Each of the Parties shall bear his own expenses in connection with the transactions contemplated by this Agreement.

### 4.3. Governing Law.

The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida applicable to agreements executed and to be wholly performed solely within such state.

### 4.4. Appointment of New Board of Directors and Officers.

Concurrent with the Closing, Shareholder shall remain Chairman of the Board of Directors and Chief Executive Officer of ITKH, and Purchaser will have to right to appoint one nominee, and any replacement or successor to such nominee, for a period of 12 months after Closing, to the Board of Directors. Such directors shall be the directors of the Company at the Closing Date. Thereafter, the directors will hold office until their respective successors are duly elected or appointed and qualify in the manner provided in the Certificate of Incorporation and bylaws of the Company, or as otherwise provided by applicable law.

The Company and the Shareholder shall take such corporate action(s) required by the Company's Articles of Incorporation and/or Bylaws to appoint the below named persons to their respective positions, to be effective on the Closing Date.

<u>Name</u>	<u>Position</u>
John McQuillan	Director
Fredrick W. Wicks	Director
Fredrick W. Wicks	CFO, Corp. Sec.
Fredrick W. Wicks	Chairman and CEO

4.5. Indemnification of Purchaser. The Company hereby agrees to indemnify Purchaser and its officers, directors, member holders and/or affiliates of the Purchaser (each a "Purchaser Indemnified Party") against any claim, demand, action, liability, damages, loss, cost or expense (including, without limitation, reasonable legal fees and expenses incurred by such Purchaser Indemnified Party in investigating or defending any such proceeding or potential proceeding and regardless of whether the foregoing results from a third party claim or otherwise) (all of the foregoing, including associated costs and expenses being referred to herein as a "Proceeding"), that it may incur in connection with any of the transactions contemplated hereby arising out of or based upon:

(i) any untrue or alleged untrue statement of a material fact in a SEC Filing or OTC Market filings by Company or any of its affiliates or any Person acting on its or their behalf or omission or alleged omission to state therein any material fact necessary in order to make the statements, in the light of the circumstances under which they were made, not misleading by Company or any of its affiliates or any Person acting on its or their behalf;

(ii) any of the representations or warranties made by Company or Shareholder herein being untrue or incorrect at the time such representation or warranty was made;

(iii) any breach or non-performance by Company of any of its covenants, agreements or obligations under, this Agreement;

(iv) any direct or indirect liabilities in connection with, or arising out of and/or related to any action and/or non-action of the Company that occurred prior to the Closing Date;

provided, however, that the foregoing indemnity shall not apply to any Proceeding to the extent that it arises out of, or is based upon, the gross negligence or willful misconduct of Purchaser in connection therewith.

4.6 Indemnification of Company. Purchaser, hereby agrees to indemnify the Company and its officers, directors, member holders and/or affiliates (each a "Company Indemnified Party") against any claim, demand, action, liability, damages, loss, cost or expense (including, without limitation, reasonable legal fees and expenses incurred by the Company in investigating or defending any such proceeding or potential proceeding and regardless of whether the foregoing results from a third party

claim or otherwise) (all of the foregoing, including associated costs and expenses being referred to herein as a "Proceeding"), that it may incur in connection with any of the transactions contemplated hereby arising out of or based upon:

(i) any of the representations, covenants, or warranties made by Purchaser herein being untrue or incorrect at the time such representation or warranty was made;

(iii) any breach, default or non-performance by Purchaser of any of its covenants, agreements or obligations under, this Agreement;

provided, however, that the foregoing indemnity shall not apply to any Proceeding to the extent that it arises out of, or is based upon, the gross negligence or willful misconduct of the Company in connection therewith.

#### 4.7 Conduct of Claims.

(i) Whenever a claim for indemnification shall arise under this Section as a result of a third party claim, the party seeking indemnification (the "Indemnified Party"), shall notify the party from whom such indemnification is sought (the "Indemnifying Party") in writing of the Proceeding and the facts constituting the basis for such claim in reasonable detail; provided, that the Indemnified Party shall not be foreclosed by any failure to provide timely notice of the existence of a third party claim to the Indemnifying Party except to the extent that the Indemnifying Party has been materially prejudiced as a direct result of such delay;

(ii) Such Indemnifying Party shall have the right to retain the counsel of its choice in connection with such Proceeding and to participate at its own expense in the defense of any such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of the relevant Indemnified Party) also be counsel to such Indemnified Party. In no event shall the Indemnifying Party be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from its own counsel for all Indemnified Parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances; and

(iii) No Indemnifying Party shall, without the prior written consent of the Indemnified Parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification could be sought under this Section unless such settlement, compromise or consent (A) includes an unconditional release of each Indemnified Party from all liability arising out of such litigation, investigation, proceeding or claim and (B) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(iv) No Indemnifying Party will be required to provide such indemnification for a Loss or Losses pursuant to Sections 4.9 or 4.10 unless and until the Indemnified Party has sustained aggregate Losses as a result of any matter(s) indemnifiable of One Hundred Thousand and No/100 Dollars (\$100,000) (the "Basket Amount").

#### 4.8 Survival of the Representations, Warranties, etc.

The respective representations, warranties, and agreements made herein by or on behalf of the Parties hereto shall survive the Closing and remain in full force and effect until the second (2<sup>nd</sup>) anniversary of such Closing, regardless of any investigation made by or on behalf of the other party to this Agreement or any officer, director or employee of, or Person controlling or under common control with, such party and will survive delivery of and payment for the Acquired Shares hereunder or thereunder, and even if a party knew or had reason to know of any misrepresentation or breach of warranty or covenant at the time of the applicable Closing.

#### 4.9 Disclosure.

Except to comply with applicable securities laws and regulations each of the Parties agree that they will not make any public comments, statements, or communications with respect to, or otherwise disclose the execution of this Agreement or the terms and conditions of the transactions contemplated by this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

#### 4.10. Notices.

Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile or by overnight registered mail, postage prepaid, addressed as follows:

If to Company, to:  
iTeknik Holding Corporation  
Attn: Fred Wicks  
27032 Carrington Place  
Harrison Twp, MI 48045  
248-742-3612 FAX

If to the Purchaser, to:  
Growthcap Investments Inc.  
16192 Coastal Highway  
Lewes, DE 19958  
910-401-1634 FAX

Or such other address or number as shall be furnished in writing by any such Party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered or sent by facsimile.

#### 4.11. Parties in Interest.

This Agreement may not be transferred, assigned or pledged by any Party hereto, other than

by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

#### 4.12. Entire Agreement.

This Agreement and the other documents referred to herein contain the entire understanding of the Parties hereto with respect to the subject matter contained herein. This Agreement shall supersede all prior agreements and understandings between the Parties with respect to the transactions contemplated herein.

#### 4.13. Amendments.

This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Parties.

#### 4.14 Time is of Essence.

With regard to all dates and time periods set forth in this Agreement, time of is of essence.

#### 4.15. Severability.

In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

#### 4.16. Counterparts.

This Agreement may be executed in any number of counterparts, including counterparts transmitted by telecopier, PDF or facsimile transmission, any one of which shall constitute an original of this Agreement. When counterparts of copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The Parties agree that all such signatures may be transferred to a single document upon the request of any Party.

4.17 Remedies Cumulative. Any and all remedies set forth in this Agreement: (i) shall be in addition to any and all other remedies the Parties may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as each of the Parties may elect. The exercise of any remedy by any Party shall not be deemed an election of remedies or preclude such Party from exercising any other remedies in the future. The prevailing Party in any Related Proceeding shall be entitled to recover his or its reasonable attorneys' fees and costs (including experts' and witness fees and costs) from the unsuccessful Party

***\*\*\*Signature page follows\*\*\****

**IN WITNESS WHEREOF**, each of the Parties hereto has caused its/his name to be hereunto subscribed as of the day and year first above written.

Company:

iTeknik Holding Corporation

By: /s/ Fredrick W. Wicks

Name: Fredrick W. Wicks

Title: Chief Executive Officer

Shareholder:

Fredrick W. Wicks

By: /s/ Fredrick W. Wicks

AND

The Fredrick W. Wicks Trust

By: /s/ Fredrick W. Wicks

Fredrick W. Wicks, Trustee

Purchaser:

Growthcap Investments Inc.

By: /s/ John McQuillan

Name: John McQuillan

Title: Chief Financial Officer

CERTIFICATE OF DESIGNATION OF  
SERIES B CONVERTIBLE PREFERRED STOCK  
OF ITEKNIK HOLDING CORPORATION  
AS AMENDED AND RESTATED

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iTeknik Holding Corporation, a Wyoming corporation (the "Company") certifies that pursuant to the authority contained in ARTICLE X of its Articles of Incorporation, as amended (the "Articles of Incorporation"), the Board of Directors of the Company (the "Board of Directors"), by unanimous written consent in lieu of a meeting effective May 28, 2015, duly approved and adopted the following resolution, which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority vested in the Board of Directors by the Articles of Incorporation, the Board of Directors does hereby amend, designate, create, authorize and provide for the issue of a series of preferred stock, having an amended par value of \$0.001 which shall be amended and designated as Series B Convertible Preferred Stock, and which shall have the voting powers, designations, preferences, limitations, restrictions, and relative rights as follows:

1. Designation and Number of Shares. There shall be a series of Preferred Stock that shall be designated as “Series B Convertible Preferred Stock,” and the number of shares constituting such series shall be **seven thousand (7,000)** shares with a par value of \$0.001 per share. Such number of shares may be decreased by resolution of the Board of Directors; provided, however, that no decrease shall reduce the number of shares of Series B Convertible Preferred Stock to less than the number of shares then issued and outstanding plus the number of shares issuable upon exercise of outstanding rights, options or warrants or upon conversion of outstanding securities issued by the Corporation.
2. Ranking. The Series B Preferred Stock shall rank on parity with the Corporation’s Common Stock and any class or series of capital stock of the Corporation hereafter created (the “Parity Securities”), in each case as to the distribution of assets upon liquidation, dissolution or winding up of the Corporation.
3. Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (“Liquidation”), the holders of record of the shares of the Series B Preferred Stock shall be entitled to receive assets and funds on parity with the Parity Securities. If, upon such Liquidation, the assets of the Corporation available for distribution to the holders of Series B Preferred Stock and any Parity Securities shall be insufficient to permit payment in full to the holders of the Series B Preferred Stock and Parity Securities, then the entire assets and funds of the Corporation legally available for distribution to such holders and the holders of the Parity Securities then outstanding shall be distributed ratably among the holders of the Series B Preferred Stock and Parity Securities based upon the proportion the total amount distributable on each share upon Liquidation bears to the aggregate amount required to be distributed, but for the provisions of this sentence, on all shares of the Series B Preferred Stock and of such Parity Securities, if any.
4. Dividends. None.
5. Conversion Rights.
  - (a) Conversion. Each share of Series B Preferred shall be convertible, at the option of the Holder thereof, at any time into that number of fully paid and non-assessable shares of Common Stock as shall be **0.01%** of the Corporation’s common stock on a fully diluted basis, such that all **7,000** shares of Series B Preferred shall convert into a total of **seventy percent (70%)** of the Corporation’s common stock on a fully diluted basis (the “Conversion Formula”) as of the Conversion Date (as defined below).
  - (b) Mechanics of Conversion.
    - (i) Before any holder of Series B Convertible Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the

certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series B Convertible Preferred Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued, by use of a copy of the form of conversion notice attached hereto as Exhibit A (the “Conversion Notice”). The Corporation shall, within five business days, issue and deliver at such office to such holder of Series B Convertible Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Conversion shall be deemed to have been effected on the date when delivery of notice of an election to convert and certificates for shares is made, and such date is referred to herein as the “Conversion Date .”

- (ii) All Common Stock, which may be issued upon conversion of the Series B Convertible Preferred Stock, will, upon issuance, be duly issued, fully paid and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof.

6. Anti-Dilution Provisions. During the period in which any shares of Series B Convertible Preferred Stock remain outstanding, the Conversion Formula in effect at any time and the number and kind of securities issuable upon the conversion of the Series B Convertible Preferred Stock shall be subject to adjustment from time to time following the date of the original issuance of the Series B Convertible Preferred Stock upon the happening of certain events as follows:

- (a) Consolidation, Merger or Sale. If any consolidation or merger of the Corporation with an unaffiliated third-party, or the sale, transfer or lease of all or substantially all of its assets to an unaffiliated third-party shall be effected in such a way that holders of shares of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for their shares of Common Stock, then provision shall be made, in accordance with this Section 6(a), whereby each holder of shares of Series B Convertible Preferred Stock shall thereafter have the right to receive such securities or assets as would have been issued or payable with respect to or in exchange for the shares of Common Stock into which the shares of Series B Convertible Preferred Stock held by such holder were convertible immediately prior to the closing of such merger, sale, transfer or lease, as applicable. The Corporation will not effect any such consolidation, merger, sale, transfer or lease unless prior to the consummation thereof the successor entity (if other than the Corporation) resulting from such consolidation or merger or the entity purchasing or leasing such assets shall assume by written instrument (i) the obligation to deliver to the holders of Series B Convertible Preferred Stock such securities or assets as, in accordance with the foregoing provisions, such holders may be entitled to purchase, and (ii) all other obligations of the Corporation hereunder. The provisions of this Section 6(a) shall similarly apply to successive mergers, sales, transfers

or leases. Holders shall not be required to convert Series B stock pursuant to this Section 6(a).

- (b) Notice of Adjustment. Whenever the Conversion Formula is adjusted as herein provided, the Corporation shall promptly but no later than 10 days after any request for such an adjustment by the holder, cause a notice setting forth the adjusted Conversion Formula issuable upon exercise of each share of Series B Convertible Preferred Stock, and, if requested, information describing the transactions giving rise to such adjustments, to be mailed to the holders at their last addresses appearing in the share register of the Corporation, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Corporation may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Corporation) to make any computation required by this Section 6, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.
7. Voting Rights. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series B Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series B Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. (For avoidance of doubt, voting rights are on an **'as-converted'** basis.) Except as provided by law or by the other provisions of the Certificate of Incorporation, holders of Series B Preferred Stock shall vote together with the holders of Common Stock as a single class.
8. Redemption. Neither the Corporation nor the holders of the Series B Preferred Stock shall have any right at any time to require the redemption of any of the shares of Series B Preferred Stock, except upon and by reason of any liquidation, dissolution or winding-up of the Corporation, as and to the extent herein provided.
9. Reservation of Shares. The Corporation shall at all times reserve and keep available and free of preemptive rights out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series B Convertible Preferred Stock pursuant to the terms hereof, such number of its shares of Common Stock (or other shares or other securities as may be required) as shall from time to time be sufficient to effect the conversion of all outstanding Series B Convertible Preferred Stock pursuant to the terms hereof. If at any time the number of authorized but unissued shares of Common Stock (or such other shares or other securities) shall not be sufficient to affect the conversion of all then outstanding Series B Convertible Preferred Stock, the Corporation shall promptly take such action as may be necessary to increase its authorized but unissued Common Stock (or other shares or other securities) to such number of shares as shall be sufficient for such purpose.

10. Miscellaneous.

- (a) The shares of the Series B Convertible Preferred Stock shall not have any preferences, voting powers or relative, participating, optional, preemptive or other special rights except as set forth above in this Resolution Designating Series B Convertible Preferred Stock and in the Certificate of Amendment to the Certificate of Incorporation of the Corporation.
- (b) The holders of the Series B Convertible Preferred Stock shall be entitled to receive all communications sent by the Corporation to the holders of the Common Stock.
- (c) Holders of fifty-one percent (51%) of the outstanding shares of Series B Convertible Preferred Stock may, voting as a single class, elect to waive any provision of this Resolution Designating Series B Convertible Preferred Stock, and the affirmative vote of such percentage with respect to any proposed waiver of any of the provisions contained herein shall bind all holders of Series B Convertible Preferred Stock.

Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

IN WITNESS WHEREOF, iTeknik Holding Corporation has caused this Certificate of Designation, as amended and restated, to be signed by its Chief Executive Officer and Chief Financial Officer on this 28<sup>th</sup> day of May, 2015.

By: /s/ Fredrick W. Wicks

Name: Fredrick W. Wicks

Title: Chief Executive Officer, Chairman and Chief Financial Officer