

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

SOUTHERN COAST K9, LLC and
360 SECURITY PARTNERS, LLC

PLAINTIFFS,

v.

MARGUERITE HEISER and
WILLIAM HEISER,

DEFENDANTS.

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CASE NO. 25-CV-00298

JURY DEMANDED

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Southern Coast K9, LLC (“Southern Coast”) and 360 Security Partners, LLC (“360”) (collectively, “Plaintiffs”) hereby sue by way of filing this Original Complaint and Demand for Jury Trial against Defendants Marguerite ‘Peggy’ Heiser (“Mrs. Heiser”) and William ‘Bill’ Heiser (“Mr. Heiser”) (collectively, “Defendants”), and respectfully show as follows:

I. SUMMARY

1. Plaintiff Southern Coast trains and provides high quality service dogs (the “K9s”) to federal, state, county and municipal law enforcement agencies, correctional institutions, schools, public agencies, and various large, private venues. Plaintiff 360 owns 100% of Southern Coast. Christina Liepold and Jason Pinson (the “Owners”) own 360.

2. Defendants used their position of trust and access to information purely for their own benefit at the expense of Plaintiffs. The Defendants engaged in a con. They convinced 360, the purchaser of Southern Coast, that they desired to sell their business for various convincing personal reasons, and for those reasons they represented that they each intended to retire from the K9 business in which Southern Coast is engaged. To this day, neither Peggy Heiser nor Bill Heiser has retired from the K9 business.

3. During the time period that was supposed to be the business's transition period from the Defendants to the Plaintiffs' new management, they worked themselves into a position of trust and friendship (even being invited to the Owners' small family wedding), all while working within Southern Coast's business to lay the groundwork to ensure that Defendants retained leverage and control over the Plaintiffs' business, their employees, their customers, their vendors and their assets such that any resistance to Defendants' increasing demands would result in threats that, if carried out, would result in the loss of Plaintiffs' business. Defendants' intention was to scrape funds and assets from the business for themselves and engage in other financially devastating activities in hopes of financially ruining the Plaintiffs' business while lining Defendants' pockets to the point where 360 would abandon Southern Coast and Defendants would be able to simply re-engage as the

business's operators.¹ Defendant Bill Heiser even began to openly boast of his plans and deceit and brag that he had succeeded in doing this before, and he was going to succeed in doing it again. As Plaintiffs began asking difficult questions, Defendants' fraudulent tactics would shift to other forms of theft and embezzlement, including the theft of intellectual property, assets of the business, and cash, all while maintaining the con on Plaintiffs. Then, as Plaintiffs finally began to see through the facade of trust, Defendant shifted to open extortion, threatening to shut down the business through various nefarious means, the worst of which include claims of friendships with local judges and county representatives.² This effectively allowed Defendants to hold the business hostage.

4. Bill Heiser regularly reminded Christina Liepold of the leverage he and his wife Peggy Heiser had created with his increasingly open and shameless verbal threats. For example, he began threatening to fail to update the name listed on the business's Drug Enforcement Agency ("DEA") license (that was already affiliated with the business and for which Plaintiffs already paid to receive with the business's purchase), or even transfer and physically remove the DEA license completely unless paid an extortion fee. Eventually, when Plaintiffs did not give in to his

¹ This was a familiar modus operandi to Defendants. Previously, they had successfully carried out the exact same plan against a prior owner of the business, which business was able to successfully obtain a judgment against Mr. Heiser in *American Detection Technologies, LLC v. William Heiser*, Case No. 2010 20890, in the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, Florida, Civil Division.

² It should be noted that, while Plaintiffs do not now give credence to Defendant Bill Heiser's claims, he has openly boasted to Plaintiffs that he had let a county employee's wife off on a DUI charge during his time as a police officer and therefore was owed a huge favor, a favor he would call in against Plaintiffs if they did not agree to his demands.

demands, Bill Heiser, behind Plaintiffs' backs, contacted the DEA, arranged for its transfer, and moved Plaintiffs' license to his personal property. Bill Heiser then went to Plaintiffs' property on which it runs its business to effectuate the DEA license's transfer at a time when he knew the Owners would be out of town. His goal was to crater the business's capabilities and use the license to compete with Plaintiffs. Fortunately, Plaintiffs were able to obtain a new DEA license, but this bad conduct is one example out of many actions taken in furtherance of Defendants' extortion activities.

5. Defendants also forced Plaintiffs to pay an inflated monthly rent amount through a fraudulently obtained lease and then tried to strong-arm Plaintiffs into purchasing the real estate subject to that lease from Defendants for an inflated purchase price, while attempting to downplay and/or hide the property's improper zoning designation, unmet special exception requirements, and numerous outstanding code violations caused by the Heisers. To effectuate his demands, Mr. Heiser threatened to call Volusia County, Florida officials to notify them that he no longer wished to pursue the zoning and/or special exception designation required for the property that he rents to the Plaintiffs which would, in his words, cause the county to immediately shut down Plaintiffs' business. Whenever he had the chance to exert any perceived leverage over Plaintiffs, he would do so, and he would verbally threaten Christina Liepold with such leverage. As Plaintiffs continued to

operate the business despite his ongoing threats, Defendant Bill Heiser became enraged and thereafter Defendants began to make good on their threats. For example, Mr. Heiser and his attorney openly misrepresented Southern Coast's operations to its neighbors and to the County Commissioner's Board (the "Board"). Those misrepresentations caused animosity and bad will from the Board toward Plaintiffs and helped cause the Board to reverse prior decisions and make new decisions that will result in enormous financial losses to the Plaintiffs.

6. Eventually Plaintiffs were able to uncover enough of Defendants' nefarious activities to begin efforts to part ways with Defendants permanently. Though Mr. Heiser desperately held Plaintiffs' business's information and operational control close, often responding with anger and threats as the Plaintiffs removed access and control away from him, Southern Coast was eventually able to break free from him as its President in September of 2023. Unfortunately, while Mr. Heiser served as President of Southern Coast, the Defendants had already converted Southern Coast's assets, stealing an entire line of business from Southern Coast along with certain of its customers. That breached Defendants' fiduciary duties owed to Plaintiffs and was in direct violation of their non-compete agreement. Defendants continue to use Southern Coast's stolen business line and their fraudulent scheme to transact business to his very day, in addition to Defendants'

engagement in a variety of backhanded activities in furtherance of their ongoing sabotage and con against the Plaintiffs.

7. Plaintiffs therefore file suit to end Defendants' bad acts, their con on Plaintiffs, and to recover the significant damages they suffered as a result.

II. INTRODUCTION

8. Plaintiffs' relationship with Defendant began in 2020, when Plaintiffs sought to purchase two canine security businesses, one of which is Plaintiff Southern Coast, from Defendants who owned and/or operated the canine business from 1988 through 2020.

9. In August 2020, Defendants sold those businesses to Plaintiff 360 Security Partners LLC pursuant to a Purchase and Sale Agreement (the "Purchase Agreement").

10. As part of that sale, Defendants contractually provided certain representations and warranties with regard to the condition of the business and its management and operations.

11. Defendants also promised to take certain actions in order to transfer the business assets and operations to 360 and not to take certain acts that would harm the businesses.

12. Specifically, Defendants agreed not to compete with Plaintiffs or attempt to solicit their employees or customers.

13. Defendants later entered into an Independent Contractor Agreement delineating certain terms of Defendant Bill Heiser's employment as President of Southern Coast.

14. Defendants have openly breached the terms and covenants of both the Purchase Agreement and the Independent Contractor Agreement, which were agreed upon by the parties and for which Defendants received substantial compensation as consideration.

15. Additionally, Defendants have engaged in egregiously fraudulent conduct and breached their fiduciary duties owed to Plaintiffs.

16. Worse, following Bill Heiser's termination as president of Southern Coast, Southern Coast uncovered that Defendants engaged in a litany of other bad acts that have caused harm to Plaintiffs, such as converting funds and assets directly from Southern Coast.

17. Defendants' actions have caused significant damage to Plaintiffs, including (1) the loss of one of Plaintiffs' lucrative canine security businesses—Coast to Coast—as a result of a forced sale at a significant discount, (2) lost revenues of approximately \$10,000,000, (3) tens of thousands of dollars of stolen funds and (4) reputational harm, among other things, including ongoing and continuing wrongful acts.

18. Accordingly, Plaintiffs file this lawsuit to recoup the damages incurred, to avoid further damages, and to hold Defendants accountable for their bad acts so that Plaintiffs may continue to operate their businesses free from Defendants' ongoing wrongful acts.

III. PARTIES

19. Plaintiff Southern Coast K9, LLC is a Florida single member limited liability company ("Southern Coast"). Southern Coast's sole member is Plaintiff 360 Security Partners, LLC ("360"). 360 is a Delaware limited liability company with two members: Jason Pinson and Christina Liepold, both of whom are Texas residents who reside in Irving, Texas.

20. Defendants Marguerite Heiser and William Heiser are Florida residents who reside at 3313 Modena Way, New Smyrna Beach, Florida 32168.

IV. JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction over this lawsuit pursuant to 28 U.S.C. §1332(a), as Plaintiffs and Defendants are citizens of different states and the amount in controversy exclusive of interest and costs exceeds \$75,000.

22. The citizenship of an individual is determined by their domicile. Defendants are two individuals who are both domiciled in Florida. Thus, Defendants are both citizens of Florida.

23. Plaintiffs are both LLCs. “For the purpose of determining diversity jurisdiction, a limited liability company is a citizen of any state of which a member of the company is a citizen.” *Flintlock Const. Servs, LLC v. Well-Come Holdings, LLC*, 710 F.3d 1221, 1224 (11th Cir. 2013).

24. Here, Southern Coast is an LLC with one member: 360. 360 is also an LLC with two members: individuals Jason Pinson and Christina Liepold—both of whom are domiciled in Irving, Texas.

25. Thus, 360 is considered a citizen of Texas, as both its members are domiciled in Texas, and thus, citizens of Texas.

26. In turn, Southern Coast is also considered a citizen of Texas, because its one member—360—is a citizen of Texas. Accordingly, both Plaintiffs are citizens of Texas, and diversity jurisdiction is proper, as Defendants are citizens of Florida.

27. This Court has general personal jurisdiction over Defendants because both Defendants are domiciled in the State of Florida.

28. This Court also has specific personal jurisdiction over Defendants because a substantial part the acts and omissions committed by Defendant giving rise to this lawsuit occurred in the State of Florida.

29. Venue is proper in the Middle District of Florida pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the claims giving rise to this suit occurred in this District. Further.

30. Venue is also proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because Defendants are subject to general personal jurisdiction in this District.

V. FACTS APPLICABLE TO ALL COUNTS

31. Southern Coast trains and provides high quality service dogs to federal, state, county and municipal law enforcement agencies, correctional institutions, schools, public agencies, and various large, private venues.

32. The dogs are selected and purchased in Europe and then trained in the United States at property Bill Heiser owns.

33. Specifically, Defendant Bill Heiser owns the property located at 690 Meta Lane, New Smyrna Beach, Florida 32168 (the “Property”).

34. Since it was founded, one or both of Defendants either owned or operated Southern Coast on the Property. But Defendants represented that they each intended to retire from the canine business completely. As a result, Defendants represented that they wished to sell Southern Coast and Coast to Coast K9 Teams LLC (“Coast to Coast”) to 360 and transition out of the businesses completely.

35. Thereafter, 360 acquired Southern Coast and Coast to Coast, along with interests in other canine-related businesses, pursuant to the Purchase Agreement. Southern Coast now leases the Property from Bill Heiser.

36. 360 acquired Southern Coast and Coast to Coast in the Purchase Agreement from Mrs. Heiser. A copy of the purchase agreement is attached hereto as Exhibit 1.

37. Bill Heiser was also a signatory to the Purchase Agreement, as he agreed to fully consent to and agree to the terms and provisions of the Purchase Agreement.

38. Until late 2023, Southern Coast was wholly owned by Coast to Coast. Today, 360 owns 100% of Southern Coast. Christina Liepold owns 51% of 360 and Jason Pinson owns the remaining 49%.

39. At all relevant times, Christina Liepold was acting as both the majority owner of Southern Coast/Coast to Coast as well as the agent for 360 and/or Jason Pinson, who owned the remaining minority share of the businesses.

40. Although Mrs. Heiser was listed as Southern Coast/Coast to Coast's owner in the Purchase Agreement, Bill Heiser always ran, operated, and exercised complete control over the businesses. His title at all relevant times was Founder and President. For the majority of Southern Coast's existence Mrs. Heiser actually owned the company, though Mr. Heiser consistently held himself out to be the owner

of Southern Coast, and no one except for the Heisers were aware of such ownership structure.³

41. After 360 purchased the businesses in August 2020 and until September of 2023, Mr. Heiser continued to operate, manage, and control the business operations, serving as Southern Coast's and Coast to Coast's President.

42. After two years serving as President of Southern Coast and Coast to Coast, Bill Heiser requested to transition his role from employee to independent contractor, as he wished to avoid employer withheld income taxes. At his request, the parties memorialized Mr. Heiser's duties and responsibilities in an agreement entered into on June 10, 2022 (the "Independent Contractor Agreement", a copy of which is attached hereto as Exhibit 2).

43. At all times, both before entry of the Independent Contractor agreement and during its duration, Bill Heiser served as Southern Coast's President, responsible for the management and operation of all Southern Coast's business operations until his termination. Indeed, given that Plaintiffs' Owners and back-office staff all resided in Texas, Mr. Heiser was trusted with all aspects of running the businesses, and he held himself out as such.

³ This was likely a result of Mr. Heiser's fear of creditors. Bill Heiser was previously sued by a previous company he owned, operated, and sold to a third party due to his improper activities regarding the company—a situation eerily similar to the facts giving rise to this lawsuit. That previous lawsuit resulted in an approximately half-million-dollar judgment against Mr. Heiser, and it involved him filing for personal bankruptcy. *See American Detection Technologies, LLC v. William Heiser*, Case No. 2010 20890, in the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, Florida, Civil Division.

44. Under the Independent Contractor Agreement, Bill Heiser was to facilitate the transfer of all business assets and operations to a successor executive appointed by 360. Any and all attempts at such transfer resulted in his failure to cooperate and his refusal to do so.

45. As a result, Christina Liepold and various staff members, slowly and over time, were eventually able to take over full management of the business, and Bill Heiser's employment was terminated on September 29, 2023.

46. Since Defendants' sale and 360's purchase of Southern Coast and Coast to Coast, Defendants have breached both the Purchase Agreement and the Independent Contractor Agreement, as well as Defendants' fiduciary duties to Plaintiffs, in numerous ways.

47. For instance, through the sale of Southern Coast/Coast to Coast, Mrs. Heiser, along with any of her affiliates—including but not limited to her husband, Bill Heiser—agreed to be bound by certain covenants, as set forth within the Purchase Agreement.

48. Specifically, Defendants—including their “respective Affiliates, employees and board members”—were prohibited from (1) competing with Southern Coast/Coast to Coast directly or indirectly, (2) soliciting any of Southern Coasts/Coast to Coast's employees, or (3) soliciting directly or indirectly any of

Southern Coast/Coast to Coast's customers, for a period of five years, which expires on August 17, 2025 (the "Non-Competition Covenant").

49. Further, Bill Heiser owed an independent duty not to compete with Southern Coast by nature of his role as President.

50. Defendants have not complied with the provisions of the Non-Competition Covenant. For example, Bill Heiser has solicited Southern Coast's canine trainers and handlers to leave Southern Coast and join him in a new competitive business.

51. Further, Defendants have stolen certain of Southern Coast's clients for themselves and they have been sabotaging certain of Southern Coast's client relationships as well.

52. Despite not having any current affiliation with Southern Coast, much less any ownership, Bill Heiser has represented to third parties, including but not limited to current customers, clients, and canine suppliers, that he is Southern Coast's representative, agent, and even its owner.

53. Through his fraudulent misrepresentations, he has forced Southern Coast to enter into financially devastating business arrangements with certain clients and vendors by agreeing to ongoing discounts, signing contracts on its behalf and entering into handshake deals or making other promises or agreements ostensibly on Southern Coast's behalf, even after his employment was terminated, knowing that

Plaintiffs will have to attempt to walk back the proposed deal with each customer, which is not possible in some cases, and in almost all cases will or has already negatively affected Southern Coast's reputation with clients, suppliers, and vendors, *while he looks like an advocate to those parties.*

54. Bill Heiser also violated the Purchase Agreement, the Independent Contractor Agreement, his fiduciary duties owed to Southern Coast since August 2020 as its President, and Florida law after his termination by deliberately taking actions in an effort to harm Southern Coast.

55. For example, Bill Heiser:

- a. refused to raise prices for Southern Coast's services and routinely gave unauthorized price discounts and, at times even free dogs and services to customers, and caused the business to operate at a loss every year since selling the business to the new owners;
- b. took inflated bonuses for himself based on profits that resulted solely from his failure to incur necessary expenses on behalf of the business and by hiding debts of the business, and he authorized those bonus payments to himself in lieu of paying debts Southern Coast owed, leaving Southern Coast without a sufficient level of operating capital;

- c. used Southern Coast assets, equipment and employees to perform work at his own personal properties and paid for the labor with Southern Coast funds; underbid government contracts and refused to include the new owners in the bid preparation process;
- d. engaged in side deals and kick-backs with certain Southern Coast vendors and business partners to Southern Coast's detriment;
- e. colluded with at least one canine seller to raise the price of each dog by \$500;
- f. sent Southern Coast's confidential financial information to at least one Southern Coast competitor;
- g. publicly disparaged Southern Coast;
- h. threatened and continues to threaten to open a competing venture; and
- i. verbally abused Southern Coast employees and staff.

56. What is more, in response to inquiries from prospective customers, Bill Heiser turned away business for Southern Coast claiming that it lacked inventory and fulfillment ability, which he controlled, even though Southern Coast could have—and almost certainly would have—taken the business if not for Bill Heiser's false representations.

57. Bill Heiser also has stolen funds belonging to Southern Coast and/ or its customers.

58. For example, in the Fall of 2023, Bill Heiser participated in a seminar put on by Southern Coast and Brevard County.

59. Bill Heiser used Southern Coast's Square account to collect registration fees and other amounts due from the seminar's participants.

60. Those dollars were supposed to be divided in half between Southern Coast and Brevard County's non-profit organization for the benefit of its K9 unit.

61. Bill Heiser spent the time at the seminar collecting those fees, which totaled well over twenty thousand dollars, yet he refused to remit a single penny to Southern Coast—the entity who put on the seminar and on whose behalf he was supposed to be collecting the money.

62. Instead, Bill Heiser transferred thousands of dollars from the Southern Coast Square account directly to his own personal bank accounts, all while refusing to provide an accounting of such revenues to Southern Coast.

63. Further, after the seminar, Defendants stole the Square account by changing the account name and password so that Southern Coast could no longer access its data.

64. Mrs. Heiser was integrally involved in Mr. Heiser's scheme to use the seminar to steal Southern Coast funds. Specifically, Mrs. Heiser created advertising

for the seminar, communicated with attendees, and assisted in receiving payments from the seminar and funneling them to the Heisers' personal bank account.

65. In addition, Bill Heiser embezzled tens of thousands of dollars from Southern Coast through various means, including via checks written from Southern Coast's bank accounts directly to him by Mrs. Heiser.

66. For example, Bill Heiser used Southern Coast's money to:

- a. pay laborers and vendors for work done at Defendants' personal properties, which had nothing to do with Southern Coast business;
- b. pay for assets, equipment and materials for Defendants' personal properties;
- c. pay himself for unapproved and/ or fabricated costs or expenses.

67. Bill Heiser also had tens of thousands of dollars worth of checks written to cash from Southern Coast's operating account, many signed by Mrs. Heiser, that were never approved, disclosed, or accounted for.

68. Defendants also used Southern Coast's funds to pay for other personal expenses, such as living expenses and other expenses related to their home.

69. All of that was done without Plaintiffs' knowledge or approval.

70. Southern Coast has also uncovered evidence that indicates Bill Heiser also converted Southern Coast funds by fraudulently invoicing one of Southern Coast's largest clients.

71. Specifically, Southern Coast has historically used an e-invoicing system through a platform called "SAP Ariba Invoice Management" ("SAP") to process invoice payments from one of its largest clients, Walt Disney World, located in Orlando, Florida.

72. Defendants have been fraudulently holding themselves out to be affiliated with Southern Coast and Disney has even sent checks to Southern Coast, some in Southern Coast's name and some in Bill Heiser's name individually. Disney representatives have confirmed that Defendants have added Southern Coast as an entity under their own "Bill Heiser" vendor account with Disney.

73. Of course, that means Bill Heiser is fraudulently holding himself out to be affiliated with Southern Coast and is requesting payment from Disney despite having been terminated and having no affiliation with it whatsoever.

74. Consequently, Southern Coast is unable to access its own vendor account information and history, and the Heisers are instead using it to further their own business interests with Disney.

75. Further, Defendants, while Mr. Heiser was still employed by and/ or under contract with Southern Coast, had already converted Southern Coast's assets

to the extent that they were able to steal an entire line of business as well as certain of its customers, including Disney, immediately after his termination, in direct violation of Defendants' non-compete agreement.

76. In August of 2023, about a month beforehand, Mr. Heiser falsified Southern Coast's internal procedures by adding a provision to such procedures stating that Southern Coast requires that all of its customers use one of its business lines, American Detection Canine Association, as the entity who must certify Southern Coast's customer's K9 teams after completing a training class with Southern Coast.

77. The Heisers then circulated such falsified procedures to the customers that they wished to steal, including Disney, unbeknownst to Plaintiffs.

78. Shortly after Mr. Heiser's termination, Mr. Heiser announced to Christina Liepold that Walt Disney World wished to cease using Southern Coast for its certifications and instead they wished for Mr. Heiser to perform such certifications.

79. Defendants then began to use Southern Coast's name, the American Detection Canine Association's name, Southern Coast's staff, equipment, assets and funds to perform such services, AFTER Bill Heiser was terminated from Southern Coast. It was only after the employees reported such malfeasance to the Owners that the use of Southern Coast assets ceased.

80. However, Defendants continued to hijack Southern Coast's certification business in other ways. Next, they obtained a separate Tax Identification Number American Detection Canine Association.

81. The Heisers continue to perform services under the name American Detection Canine Association for Disney, in addition to Defendants' engagement in a variety of backhanded activities in furtherance of their ongoing sabotage and con against the Plaintiffs.

82. Defendants have intentionally and deliberately interfered with and sabotaged Southern Coast's business relationships.

83. For example, despite being terminated on September 29, 2023, Heiser has improperly held himself out to be a representative of Southern Coast, and worse, has entered into sweetheart deals with certain clients on Southern Coast's behalf and to Southern Coast's detriment, knowing that Southern Coast will have to walk back the proposed deal.

84. Also, for a period of months after his termination, and unbeknownst to Plaintiffs, Bill Heiser continued to have Southern Coast's office phone lines forwarded to his personal cell phone. He then selectively continued to turn away prospective clients, falsely representing that Southern Coast could not fulfill the requested contracts, even though Heiser no longer worked for Southern Coast or controlled its inventory.

85. Even after it was discovered that such calls were forwarded, he continued to receive calls directly from Southern Coast customers as he had routinely instructed them to call his personal cell phone instead of Southern Coast's business phones or employees, falsely holding himself out as the customer representative of Southern Coast, telling them that if they needed Southern Coast services, they needed to call him directly.

86. Unbeknownst to Plaintiffs, and despite Defendants' representations to Plaintiffs, Defendants did not and still do not intend to retire from the canine industry.

87. It appears Defendants' motivation is to hoard the positive business relationship with Southern Coast's clients, vendors and suppliers so he may steal those clients for a new business venture, painting Southern Coast as the more expensive, difficult, or less competent business option.

88. Defendants have continued to try to sabotage Defendants' business in other ways as well. For example, Defendants, through their real estate agent, represented to Plaintiffs that Defendants actively attempted to transfer title of the property to which Southern Coast's business operates on to a third party, a "buddy" of Bill Heiser's who, interestingly, has a colorable criminal history, including being charged with drug money laundering in Volusia County, the local county where the

property is located, presumably so that he may force Southern Coast off of the Property and run a competitive business.

89. Bill Heiser has also assisted a friend's competitive business in obtaining contracts out from under Southern Coast.

90. For example, Bill Heiser worked closely with a friend so that his friend's business could land Miami cruise line security contracts. He did that by disclosing to his friend, who operates a competitive canine business, the contract terms Southern Coast had with all of its cruise ship customers, including a South Florida cruise line, MSC Cruises USA ("MSC Cruises").

91. His friend then underbid Southern Coast with its clients while he and Bill Heiser secretly arranged for the transfer of Southern Coast's business. By the time Plaintiff uncovered Bill Heiser's nefarious actions that Bill Heiser affirmatively lied to Southern Coast about, it was too late, and Southern Coast was forced to fire sell the contracts with MSC Cruises at a very low price, resulting in them being transferred to Bill Heiser's friend's business.

92. Bill Heiser's deliberately destructive decision making and tortious interference with Southern Coast's business has harmed Southern Coast and 360, and constitutes breaches of the Independent Contractor agreement, the Purchase Agreement, Bill Heiser's fiduciary duties owed to Plaintiffs, and Florida law. Bill Heiser's acts also constitute conversion.

93. Importantly, many, if not all, of Bill Heiser's actions described herein took place *before* the execution of the Independent Contractor Agreement, and continued even after Bill Heiser was terminated, thereby Bill Heiser simultaneously violated concurrently running fiduciary duties owed as well as duties prescribed by the Independent Contractor Agreement.

94. For example, between August 2020 (when Bill Heiser became the President of Southern Coast following the sale to new owner) and June 10, 2022 (the execution of the Independent Contractor Agreement), Bill Heiser hired illegal and undocumented workers to perform services for Southern Coast and made the false material misrepresentation to Southern Coast that all employment was proper because he had implemented a "visa" program.

95. The conduct continued after the Independent Contractor Agreement was in effect and was uncovered by a U.S. Department of State officer in October of 2023, which was after Bill Heiser was terminated on September 29, 2023.

96. Further, also before the Independent Contractor Agreement and as described more fully above, Bill Heiser made deliberate business decisions to harm Plaintiffs, such as refusing to raise prices, paying himself inflated bonuses, converting funds belonging to Plaintiffs, underbidding contracts, turning away business, amongst others.

97. Additionally, many of the tortious conduct described herein took place *after* Bill Heiser was terminated, on September 29, 2023.

98. For example, despite having no authority to act on behalf of Southern Coast in any way, Bill Heiser continued to hold himself out to both prospective and existing Southern Coast customers as Southern Coast's president and did so in order to sabotage Southern Coast's business.

99. Further, pursuant to the Purchase Agreement, Defendants made certain representations and warranties to 360 that they have breached. Specifically, Defendants failed to disclose information to 360 necessary to the successful operation of Southern Coast, such as the disclosure and transfer of licenses, certificates, and necessary related businesses.

100. For example, as part of the Purchase Agreement, Defendants were obligated to facilitate name change of Southern Coast's Drug Enforcement Agency license into Southern Coast's name and out of the name "HEISER"—a license that was always assigned by the DEA to Southern Coast by virtue of its business and its business site, and is necessary to use narcotics for purposes of training canines and critical to Southern Coast's business (the "DEA License").

101. Instead, Defendants purposely kept the DEA License listed under the name "HEISER" as leverage, and on many occasions, Bill Heiser used such leverage

by threatening to transfer the license to his own property if Plaintiffs did not agree to certain demands, which were always monetary in nature.

102. Eventually, Defendants made good on Bill Heiser's threats, and Southern Coast had to obtain its own new DEA license. But in the meantime, Bill Heiser demanded that Plaintiffs pay him a monthly fee and/ or enter into a new Independent Contractor agreement with him. When Plaintiffs would not give in to his demands, he became furious and, behind their backs, contacted the DEA, arranged for the transfer of the DEA license, and moved the license to his own personal property. He then arrived onsite with the Volusia County Sheriff to effectuate such transfer when he knew that the Owners would be out of town, an act in furtherance of his efforts intended to crater the business's capabilities and use the license to compete with Plaintiffs.

103. This conduct violated not only the Purchase Agreement but also the Independent Contractor Agreement, pursuant to which Bill Heiser was obligated to transition the "management of operations, clients, sales in process, overseas procurement and credit lines, and dog selection, as well as any applicable DEA licenses and contracts" and was required to do so in "compliance with all foreign, federal, state and local" laws and regulations.

104. Similarly, Defendants did not disclose the existence of a business line for Southern Coast's canine certification business that certifies the canines that Southern Coast trained for sale.

105. The existence of such business line, American Detection Canine Association ("ADCA"), was not disclosed to 360 in the sale of Southern Coast. However, Southern Coast paid for, funded, staffed, and supported that line for years after Plaintiffs acquired Southern Coast. Any income and expenses were always reported under Southern Coast's tax statements. It was simply a part of Southern Coast.

106. However, Defendants registered ADCA under Bill Heiser's name as its Registered Agent and director/ officer with the Secretary of State of Florida (which registration fees were always paid for with Southern Coast funds until 2024). Shortly before Bill Heiser's position with Southern Coast was terminated, and thereafter, he began to hold himself out as the certification company's owner and charged Southern Coast fees for its services, while continuing to use Southern Coast's and only Southern Coast's resources, including staff, funds, and infrastructure, to perform and support those services.

107. Shockingly, in July of 2023, Defendants even falsified Southern Coast's internal procedures to include language stating that Southern Coast would use only the ADCA as its certification entity, and then they circulated those

procedures externally to certain clients in order to validate and solidify their use of the ADCA as ostensibly not only authorized but mandated by Southern Coast. In this way, Defendants have stolen active customers of Southern Coast, and they continue to conduct business in this manner to this day.

108. Mrs. Heiser facilitated this scheme by preparing most, if not all, of the associated documentation, including but not limited to the invoices for payment, and interfacing with customers.

109. At first, she invoiced Southern Coast directly, and then later she began invoicing Southern Coast's clients directly for ADCA's services on Southern Coast's own letterhead as well as authoring, editing and misappropriating Southern Coast's confidential processes and procedures and client lists for use in competing with Southern Coast. Defendants are now using this as leverage against Southern Coast as a competing venture.

110. Defendants further breached their obligations under the Purchase Agreement, the Independent Contractor Agreement, and Defendants' fiduciary duties owed to Plaintiffs by jeopardizing Southern Coast and 360's business through flagrant illegal conduct.

111. Defendants represented to 360 that Southern Coast's and Coast to Coast's operations did not violate any law, statute, or ordinance. Defendants further reiterated and renewed the representations and warranties made in the Purchase

Agreement on January 1, 2021, in the “Assignment of Ownership Interests.”⁴ That was not true.

112. For example, with regard to a particular contract with the United States Department of State (the “DOS”), the International Narcotics and Law Enforcement (the “INL”), and an affiliate of Southern Coast, Coast to Coast, the DOS and INL uncovered that Bill Heiser created fraudulent documentation related to certain canine assets that were to be delivered under its contract.

113. In fact, as a result, the DOS and INL conducted a site visit and concluded with a demand that Bill Heiser have no involvement in the provision of services under its contract with Coast to Coast. At that time, Southern Coast performed services for Coast to Coast in furtherance of this contract. Not only is that conduct damaging to Southern Coast’s reputation, but it undermines Southern Coast’s business operation by forcing it to investigate and remediate all the behind-the-scenes damage that Bill Heiser caused.

114. Unbeknownst to Plaintiffs, Defendants had an ongoing practice of hiring and hiding undocumented immigrants to perform work for Southern Coast and/or Coast to Coast. In fact, Defendants were housing these immigrants illegally in a work shed on the business’ property in horrific and inhumane conditions.

⁴ The Assignment of Ownership Interests is the instrument by which Peggy Heiser assigned her interest in Coast to Coast and Southern Coast to Christina Liepold that was ancillary to the Purchase Agreement, to which Bill Heiser also signed a “spousal joinder”.

115. That illegal housing was actually built by Bill Heiser, and it violated local code in various inhumane ways, including the absence of running water, as documented by the DOS. Its residents, including a female resident, were even forced to bathe outdoors, in all weather.

116. Defendants hid this secret employment by either writing checks to cash which funds were used to pay the undocumented immigrants for work performed related to Southern Coast and Coast to Coast's business, or writing direct checks to such persons and claiming that they were simply "independent contractors."

117. Defendants deliberately hid this from Plaintiffs and their owners, including when they would visit the Property from Texas. It was even invisible to their customers.

118. At the time, Coast to Coast (the then-owner of Southern Coast) had contracts with the United States Department of Defense as well as the INL, who, via its Spanish-speaking representatives, uncovered the undocumented immigrant work conditions.

119. This resulted in a letter from the U.S. Department of Defense outlining such illegal and inhumane living conditions pursuant to a human trafficking investigation regarding Bill Heiser and ordering 360 to prevent Bill Heiser personally from working on any of the related government contracts.

120. As a direct consequence of Defendants' employment of those undocumented immigrants, 360 had to terminate immediately a critical number of Coast to Coast's and Southern Coast's staff and canine trainers, while also providing assistance to them.

121. The resulting lack of sufficient staffing caused Coast to Coast to be unable to fulfill its contractual obligations to the U.S. Department of Defense. As a result, 360 was forced to sell Coast to Coast in a fire sale to a canine business in Texas who had the resources to accommodate the training.

122. The forced sale was at a very discounted value, thereby damaging 360 and its owners in their individual capacities as Coast to Coast, a lucrative asset but for Defendants' conduct, ceased to be owned by 360 because of the forced fire sale. This caused 360 to lose revenues that Coast to Coast would have generated from both existing contracts, as well as future lucrative contracts.

123. Most troubling, Bill Heiser made a false material misrepresentation to Plaintiffs about the status of the workers performing tasks for Plaintiffs' businesses.

124. Specifically, on various occasions, 360, through Liepold and her staff, asked Bill Heiser whether all employees or staff performing work for the businesses were legally documented and properly employed.

125. In response, Bill Heiser made the affirmative representation to Plaintiffs and its staff that he had implemented a Visa program or programs with the

assistance of his attorney that vetted employees and all employment related to the businesses was proper.

126. He further represented that any missing visa or immigration documentation was due to a fire that occurred on the property, during which that documentation was destroyed, and that copies or new originals of such documentation were in the process of being obtained. Those statements were false, as uncovered and documented by the United States Department of Defense as well as the INL, who uncovered Defendants' illegal employment scheme, which included cash payments and improperly "housing" immigrants.

127. Bill Heiser knew at the time he made this statement to Plaintiffs that it was false.

128. Defendants knew Plaintiffs relied on that representation with the intent that Plaintiffs would act on it and not engage in further investigation.

129. Plaintiffs, justifiably relied on this representation and as a result suffered injury in the form of the loss of Coast-to-Coast and lucrative government contracts, as well as in the form of reputational damage.

130. Before those bad acts, Bill Heiser and Plaintiffs (through their owner Christina Liepold) maintained a special relationship of trust and confidence that existed separate and apart from any formal agreement.

131. In fact, Liepold justifiably relied on Bill Heiser, a former police officer who served in Volusia County, Florida, for moral, financial, and personal support as it related to her entry into the canine industry as Southern Coast's new owner, giving rise to an implied fiduciary duty that Heiser ultimately breached through his bad acts.

132. Specifically, a special fiduciary relationship existed between Bill Heiser and Plaintiff in light of the following:

- a. Defendant owned and operated Southern Coast for decades before Plaintiff took ownership, and based on that fact, represented that he would operate Southern Coast in a way that was in Southern Coast's best interest;
- b. Christina Liepold was accustomed to being guided by Heiser's judgment and advice;
- c. Plaintiff relied on Heiser's representations to Christina Liepold that they were operating the businesses legally, including Heiser's express representation that the workers were not undocumented immigrants but instead were working under a vetted VISA program with attorney guidance;
- d. for years—including the years leading up to the execution of the Independent Contractor Agreement—Plaintiffs relied on Bill

Heiser's expertise and experience in the industry, and he knew as much, as he touted himself as an industry expert and knew Plaintiffs had little or no previous experience in the industry;

- e. Bill Heiser is an ex-police officer and public servant and therefore Plaintiffs assumed that he had respect for the law;
- f. Bill Heiser also served as the landlord for the property on which Plaintiffs' businesses operated, and monitored Plaintiffs' employees as well as the physical premises on their behalf knowing that Christina Liepold resides in Dallas County, Texas; and
- g. Defendants knew that Plaintiffs relied on and trusted Bill Heiser to operate Southern Coast, including handling tasks outside the scope of his title as "President," in a way that would serve Plaintiffs' best interests by giving Christina Liepold assurances that everything was taken care of and above board.

133. Accordingly, a special relationship existed between Defendants and Plaintiffs.

134. Defendants' bad conduct continues today, despite Bill Heiser no longer being employed by Southern Coast, and has caused Plaintiffs significant damage because of their reliance and trust in Bill Heiser's guidance.

135. Plaintiffs continue to uncover additional bad acts and anticipate that they will identify further bad acts and damages through discovery in this matter.

VI. CAUSES OF ACTION

Count 1: 360's Breach of Contract of the Purchase Agreement Claim Against Defendants

136. 360 re-alleges and incorporates by reference all factual allegations in paragraphs 1-121 above as if fully set forth herein.

137. Plaintiff 360 and Defendants entered into a valid, enforceable contract—the Purchase Agreement, a copy of which is attached as Exhibit 1.

138. Defendants agreed in Section 5.2 of the Purchase Agreement to not (1) compete with Southern Coast directly or indirectly, (2) solicit any of Southern Coast's employees, or (3) solicit directly or indirectly Southern Coast's customers, and Defendants agreed to cause Southern Coast's "respective Affiliates, employees and board members" to not partake in such acts, for a period of five years, which expires on August 17, 2025.

139. Further, in Section 3 of the Purchase Agreement, Defendants made certain representations and warranties.

140. Defendants have breached the Purchase Agreement by, among other things, actively soliciting Southern Coast's employees and clients for the purposes of a new competitive business.

141. Defendants also failed to disclose information to 360 necessary to the successful operation of Southern Coast in direct violation of the representations and warranties made in the Purchase Agreement.

142. Defendants have also breached the Purchase Agreement by violating Article III Section 3.12, as they failed to operate the businesses – Southern Coast and Coast to Coast—in compliance with all laws, regulations, statutes, permits, and licenses.

143. Defendants have also breached the Purchase Agreement by failing to transfer Southern Coast’s DEA License into 360’s name.

144. Defendants’ breach of the Purchase Agreement has proximately caused 360 injury, and its monetary damages continue to accrue.

WHEREFORE, Plaintiff, 360 SECURITY PARTNERS, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

Count 2: Southern Coast’s Breach of Contract of the Independent Contractor Agreement Claim Against Bill Heiser

145. Southern Coast re-alleges and incorporates by reference all factual allegations in paragraphs 8-135 above as if fully set forth herein.

146. Southern Coast and Bill Heiser are parties to a valid, enforceable contract—the Independent Contractor Agreement, a copy of which is attached as Exhibit 2.

147. Southern Coast has performed its obligations under the Independent Contractor Agreement.

148. Bill Heiser has breached the Independent Contractor Agreement by, among other things:

- a. failing to transfer certain licenses;
- b. failing to disclose an ancillary business it owns;
- c. jeopardizing Southern Coast's business through flagrant illegal conduct; and
- d. making deliberate business decisions that harmed Southern Coast.

149. This conduct, along with others, breached various provisions of the Independent Contractor Agreement, including but not limited to paragraph 7, the "Compliance with Laws" provision, which requires Bill Heiser to perform all duties, including but not limited to "manag[ing] the day to day operations of Southern Coast" and providing "consulting services" and "review[ing]...personnel" in compliance with all "foreign, federal, state, and local statute, orders and regulations..."

150. Bill Heiser's conduct also breached Exhibit A to the Independent Contractor Agreement, which sets for the "Statement of Work" Bill Heiser was obligated to complete, which among other things, required Bill Heiser to "review the

company [Southern Coast's] strategies, operational plans, metrics, and personnel with the objective of identifying changes that could be incorporated to improve the overall growth, performance, and profitability of the business.”

151. As a further example, Bill Heiser's conduct also breached the “Statement of Work” which requires Bill Heiser to “transition[] the management of operations, clients, sales in process, overseas procurement and credit lines, and dog selection, as well as any applicable DEA and other licenses and contracts,” which would necessarily include at a minimum disclosure of Defendant's ancillary canine training certification business—American Detection Canine Association.

152. Southern Coast has performed all conditions precedent to enforcement of the Independent Contractor Agreement.

153. Due to Bill Heiser's breach, Southern Coast has suffered actual damages.

WHEREFORE, Plaintiff, SOUTHERN COAST K9, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

Count 3: 360's Breach of Fiduciary Duty Claim Against Defendants

154. 360 re-alleges and incorporates by reference all factual allegations in paragraphs 8-135 above as if fully set forth herein.

155. Defendants and 360 had a fiduciary relationship by nature of a special relationship of trust and confidence between Defendants and principal for 360, Christina Liepold, as described above.

156. As such, Defendants owed 360 a fiduciary duty of care, loyalty, and good faith.

157. Defendants breached their fiduciary duty by, among other things, engaging in unethical and illegal conduct, such as creating fraudulent documentation related to 360's canine assets and hiring undocumented immigrants to perform work for 360's businesses without 360's knowledge, while explicitly representing to 360 that all workers were legal and vetted through a legitimate Visa program, and thus Coast to Coast's government contracts would not be jeopardized.

158. Defendants' actions proximately caused 360 to suffer damages.

159. As a result of Defendants' unethical and illegal conduct, Plaintiffs were forced to release from employment immediately almost half of their businesses' staff and canine trainers, forcing them to sell one of its businesses—Coast to Coast—in a fire sale at a discounted value in order to ensure the fulfillment of the government contracts.

160. The loss of a lucrative business, amongst other things, has caused significant damage to 360.

WHEREFORE, Plaintiff, 360 SECURITY PARTNERS, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

Count 4: Southern Coast's Breach of Fiduciary Duty Claim Against Bill Heiser

161. Southern Coast re-alleges and incorporates by reference all factual allegations in paragraphs 8-135 above as if fully set forth herein.

162. Bill Heiser, as Southern Coast's President, owed Southern Coast both an express and implied fiduciary duty of care, loyalty, and good faith, which included an obligation to exercise good business judgment, to act prudently on Southern Coast's behalf, to discharge his actions in good faith, to act in Southern Coast's best interest, and to put Southern Coast's interests before his own. This includes, but is not limited to, fiduciary duties owed to Southern Coast while Bill Heiser was acting as Southern Coast's President between August 2020 until June 10, 2022, before the Independent Contractor Agreement was executed. A special relationship of trust and confidence existed separate and apart from any formal agreement between Southern Coast and Bill Heiser.

163. Bill Heiser also owed fiduciary duties to Southern Coast under their special relationship whereby Southern Coast trusted and relied on Bill Heiser to both protect and act in Southern Coast's best interests as described above.

164. As such, Bill Heiser owed Southern Coast a fiduciary duty of care, loyalty, and good faith.

165. Bill Heiser breached those duties in numerous ways, including by

- a. jeopardizing Southern Coast's business through illegal conduct, such as creating fraudulent documentation related to Southern Coast's canine assets and hiring undocumented immigrants to perform work for Southern Coast's business without Southern Coast's knowledge;
- b. refusing to raise prices, routinely giving unauthorized price discounts and, at times even free dogs and services to customers, and causing Southern Coast to operate at a loss every year since selling Southern Coast to new owners;
- c. taking Southern Coast funds for himself, and taking inflated bonuses for himself based on profits that resulted solely from his failure to incur necessary expenses on behalf of the business and concealing debts of the business, and which bonus payments he made to himself in lieu of paying debts owed to Southern Coast or reserving sufficient working capital;
- d. transferring money paid to Southern Coast at seminars to his personal bank account without properly accounting for the funds;

- e. using Southern Coast's assets, equipment and employees to perform work at Bill Heiser's own personal properties and paying for the labor and materials with Southern Coast's funds;
- f. underbidding contracts and refusing to include Southern Coast's new owners in the bid preparation process;
- g. engaging in side deals and kick-backs with canine sellers to Southern Coast's detriment;
- h. colluding with at least one canine seller to raise the price of each dog by \$500;
- i. sending Southern Coast's confidential information to at least one of Southern Coast's competitors;
- j. publicly disparaging Southern Coast;
- k. threatening to open a competing venture; and
- l. turning away business for Southern Coast for alleged lack of inventory and capacity, which Bill Heiser controlled.

166. Southern Coast has been damaged by Bill Heiser's actions. Among other things, Bill Heiser's actions forced Southern Coast to fire a critical amount of its staff and multiple trainers and inhibited Southern Coast's ability to meet contractual obligations to third parties.

WHEREFORE, Plaintiff, SOUTHERN COAST K9, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

Count 5: 360's Fraud Claim Against Bill Heiser

167. 360 re-alleges and incorporates by reference all factual allegations in paragraphs 8-135 above as if fully set forth herein.

168. Bill Heiser made false statements concerning material facts to 360.

169. Specifically, on various occasions, Bill Heiser told Christina Liepold and her staff that all employees or staff performing work for Southern Coast and/or Coast to Coast were legally and properly employed.

170. Bill Heiser went so far as to tell Christina Liepold that, with the assistance of his attorney, he had implemented a Visa program, which vetted employees to ensure that all employment related to the businesses was proper.

171. Bill Heiser's representations were false, and Bill Heiser knew they were false.

172. Contrary to what Bill Heiser represented to Christina Liepold, Defendants had a historical practice of housing undocumented immigrants on the property and cashing checks to pay them under the table, or wrote checks to them, representing that such workers were "independent contractors."

173. Bill Heiser made the misrepresentations concerning material facts with the intent that 360 rely on them.

174. Bill Heiser desired to continue his practice of housing and paying undocumented immigrants without Christina Liepold conducting further investigations.

175. 360 justifiably relied on Bill Heiser's representations.

176. Because of Bill Heiser's representations, and the fact that he held himself out to be an honest ex-police officer who respected the law, 360 trusted that Southern Coast and Coast to Coast's employees were legal and thus allowed Bill Heiser to enter into contracts with third parties on behalf of Southern Coast and Coast to Coast, assuming that the contracts could be fulfilled.

177. Bill Heiser's material misrepresentations caused 360 harm.

178. Among other things, 360 has expended personal time, funds, and resources investigating and remedying Bill Heiser's wrongdoing and engaging legal counsel to do the same.

179. In addition, as a result of Bill Heiser's misrepresentations, 360 was forced to sell one of their businesses (Coast to Coast) in a fire sale at an incredibly discounted value to avoid breaching a contract to a third party.

180. That forced sale caused 360 to lose approximately \$10,000,000 in revenues. Consequently, 360 was further damaged by losing a lucrative business,

Coast to Coast, and future revenues that would have been generated by Coast to Coast.

WHEREFORE, Plaintiff, 360 SECURITY PARTNERS, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

Count 6: Southern Coast's Fraud Claim Against Bill Heiser

181. Southern Coast re-alleges and incorporates by reference all factual allegations in paragraphs 8-135 above as if fully set forth herein.

182. Bill Heiser made false statements concerning material facts to Southern Coast.

183. Specifically, on various occasions, Bill Heiser told Christina Liepold, Southern Coast's owner, and her staff that all employees or staff performing work for Southern Coast were legally and properly employed.

184. Bill Heiser went so far as to tell Christina Liepold that, with the assistance of his attorney, he had implemented a Visa program, which vetted employees to ensure that all employment related to the businesses was proper.

185. Bill Heiser's representations were false, and he knew they were false.

186. Contrary to what Bill Heiser represented to Liepold, Bill Heiser knowingly and had a historical practice of housing undocumented immigrants on the

property and cashing checks to pay them under the table, or wrote checks to them, representing that such workers were “independent contractors.”

187. Bill Heiser made the misrepresentations concerning material facts with the intent that Southern Coast rely on them.

188. Bill Heiser desired to continue his practice of housing and paying undocumented immigrants without Liepold conducting further investigations.

189. Southern Coast justifiably relied on Bill Heiser’s representations.

190. Because of Bill Heiser’s representations, and the fact that he held himself out to be an honest ex-police officer who respected the law, Southern Coast trusted that its employees were legal and thus allowed Bill Heiser to enter into contracts with third parties on behalf of Southern Coast, assuming that the contracts could be fulfilled.

191. Bill Heiser’s material misrepresentations caused Southern Coast harm.

192. Among other things, Southern Coast has expended personal time, funds, and resources investigating and remedying Bill Heiser’s wrongdoing and engaging legal counsel to do the same.

193. In addition, as a result of Bill Heiser’s misrepresentations, Southern Coast also was unable to scale its business such as seeking new business opportunities given its limited staff.

194. Southern Coast was also forced to expend time and resources away from its business to re-hire and re-train employees for Southern Coast which resulted in lost opportunities and loss of revenue.

WHEREFORE, Plaintiff, SOUTHERN COAST K9, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

**Count 7: Southern Coast's Tortious Interference with Existing Contracts
Claim Against Bill Heiser**

195. Southern Coast re-alleges and incorporates by reference all factual allegations in paragraphs 8-135 above as if fully set forth herein. A business relationship existed between Southern Coast and one of its biggest clients, Disney, under which Southern Coast had legal rights. Southern Coast and Disney were parties to a valid contract whereby Southern Coast provided K9 services to Disney. Bill Heiser was fully knowledgeable of this relationship between Southern Coast and Disney.

196. Through Bill Heiser's misconduct, Bill Heiser intentionally and unjustifiably interfered with Southern Coast's contract with Disney, causing Disney not to perform under its existing contract with Southern Coast.

197. This conduct took place before, during, and after the execution of the Independent Contractor Agreement and Bill Heiser's termination.

198. But at all times, Bill Heiser's flagrant misconduct was so contrary to Southern Coast's best interests that it could have only been motivated by Bill Heiser's personal interests.

199. Namely, upon information and belief, Bill Heiser purposefully interfered with Southern Coast's contract to hoard the positive business relationship with Disney, damage Southern Coast's reputation, hijack payments for services that should be done by Southern Coast, and improperly receive funds earned by Southern Coast.

200. Thus, Southern Coast was harmed by Bill Heiser's interference that caused Disney not to fulfill its contractual obligations with Southern Coast.

201. Southern Coast also had a valid business relationship under which Southern Coast had contractual legal rights, with a South Florida cruise line, MSC Cruises. Bill Heiser was fully knowledgeable of this relationship between Southern Coast and MSC Cruises.

202. Through Bill Heiser's misconduct, including, but not limited to Bill Heiser disclosing to a Southern Coast competitor—and friend of his—the contract terms between Southern Coast and MSC Cruises so that the competitor could underbid Southern Coast, Bill Heiser intentionally and unjustifiably interfered with Southern Coast's contract with the MSC Cruises.

203. Bill Heiser's flagrant misconduct was so contrary to Southern Coast's best interests that it could have only been motivated by Bill Heiser's personal interests.

204. Namely, upon information and belief, Bill Heiser purposefully interfered with Southern Coast's contract to help his friend at the expense of Southern Coast, potentially keep the contract purchase price for himself, facilitated the transfer of the contract to his friend, and lied to Southern Coast about what he was doing.

205. Thus, MSC Cruises could not perform under its contract with Southern Coast due to Bill Heiser's interference.

206. Consequently, Southern Coast was forced to sell the MSC Cruises contracts at a very low price, resulting in the contracts being transferred to Bill Heiser's friend.

207. Bill Heiser's intentional and unjustifiable interference with the contract as described more fully above, proximately caused Southern Coast to suffer actual damages in the form of damage to the business reputation and lost profits.

WHEREFORE, Plaintiff, SOUTHERN COAST K9, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

Count 8: Southern Coast's Conversion Claim Against Bill Heiser

208. Southern Coast re-alleges and incorporates by all factual allegations in paragraphs 8-135 above as if fully set forth herein.

209. Bill Heiser is liable for conversion with respect to all funds and other company property that he stole or wrongfully obtained through the scheme described in this Complaint.

210. Notably, Bill Heiser converted funds rightfully belonging to Southern Coast when he paid himself the inflated bonus and when he transferred funds from the Square account to his personal bank account, which funds should have been transferred to Southern Coast.

211. Bill Heiser's conduct resulting in conversion did not arise from any specific contract right.

212. Bill Heiser also converted funds rightfully belonging to Southern Coast through conduct that had nothing to do with his role as President and/or Independent Contractor for Southern Coast.

213. For example, Bill Heiser converted funds by using Southern Coast funds to pay for labor done at Bill Heiser's personal properties for work that had nothing to do with Southern Coast business and to pay for materials and other items at those properties.

214. Similarly, even after being terminated, Bill Heiser converted Southern Coast funds by hijacking Southern Coast's vendor account in Disney's vendor systems and SAP invoicing system in order to funnel services and payments from Southern Coast's largest client, Disney, to himself instead of to Southern Coast.

215. In all instances, Bill Heiser intentionally exercised unauthorized ownership over Southern Coast's property, and Southern Coast suffered injury as a result of Bill Heiser's misconduct.

216. Bill Heiser is liable to Southern Coast for its actual damages.

WHEREFORE, Plaintiff, SOUTHERN COAST K9, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

Count 9: 360's Request for a Declaratory Judgment – American Detection Canine Association

217. 360 re-alleges and incorporates by reference all factual allegations in paragraphs 8-135 above as if fully set forth herein.

218. There is a substantial controversy between 360 and Defendants of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

219. Defendants assert ownership of the certification business line named American Detection Canine Association despite 360 and its entities having always solely paid for, funded, staffed, and supported the business line. The business line's income and expenses have also always been a part of Southern Coast K9's for tax

purposes and reported under the same Tax Identification Number until Defendants created a new one for it after Bill Heiser was terminated from employment from the business.

220. 360 seeks a declaratory judgment that, pursuant to the Purchase Agreement, it owns the business line that has operated under the name of American Detection Canine Association.

WHEREFORE, Plaintiff, 360 SECURITY PARTNERS, LLC, respectfully asks that the Court enter judgement in its favor on this count and award it all damages available under law and any other legal or equitable relief that the Court deems just.

VI. JURY DEMAND

221. Plaintiffs demand a trial by jury on all claims subject to a jury trial.

VII. REQUEST FOR INJUNCTIVE RELIEF

222. Plaintiffs incorporate by reference all factual allegations in paragraphs 8-135 above as if fully set forth herein.

223. Plaintiffs are entitled to an injunction to prevent Defendants continued violations of the restrictive covenants set forth in Section 5.2 of the Purchase Agreement.

224. This injunctive relief should include an order prohibiting Defendants from (1) competing with Southern Coast directly or indirectly, (2) soliciting any of

Southern Coast's employees, or (3) soliciting directly or indirectly Southern Coast's customers.

225. The injunctive relief should also include an order requiring Defendants to return to Plaintiffs any customer lists, contact information, or the like in their possession, custody, or control.

226. Unless Defendants are enjoined from the conduct described above, there is a substantial threat that Plaintiffs will continue to suffer irreparable injury.

227. The irreparable harm that Plaintiffs will suffer if injunctive relief is denied outweighs the potential harm (if any) to Defendants if the injunctive relief is granted.

228. Granting the requested injunctive relief will not disserve the public interest.

229. Plaintiffs have no adequate remedy at law.

230. Plaintiffs are entitled to injunctive relief as set forth herein.

VIII. PRAYER

Plaintiffs 360 Security Partners, LLC and Southern Coast K9, LLC request that Plaintiffs be granted judgment against Defendants Marguerite Heiser and William Heiser for the cause of action stated in this Original Complaint, and that Plaintiffs be awarded: (1) compensatory damages against Defendants for their various and continuing breaches of the Purchase Agreement, breaches of the

Independent Contractor Agreement, breaches of fiduciary duty, fraud, tortious interference, and conversion; (2) a declaration that 360 owns American Detection Canine Association; (3) a declaration that Southern Coast own the right to possess and use the DEA License and the right to have the DEA License transferred to the name “Southern Coast K9, LLC,” or “Christina Liepold,” (4) injunction relief requiring Defendants to comply with the restrictive covenants set forth in the Purchase Agreement; (5) pre-judgment and post-judgment interest as provided by law; (6) costs of suit; (7) reasonable and necessary attorneys’ fees; and (8) other and further relief to which Plaintiffs may be justly entitled.

/s/ Christopher A. Pate

Christopher A. Pate, Esquire

Florida Bar No: 1025058

BANKER LOPEZ GASSLER P.A.

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Tampa, FL 33602

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Fax No: (813) 222-3066

Email: service-cpate@bankerlopez.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 22, 2025, I filed a true and correct copy of the above and foregoing document with the Court's CM/ECF Portal.

/s/ Christopher A. Pate

Christopher A. Pate, Esquire

Florida Bar No: 1025058

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Counsel for Plaintiffs

CONFIDENTIAL

PURCHASE AGREEMENT

BY AND AMONG

360 SECURITY PARTNERS, LLC

JASON PINSON,

VWK9, LLC,

CARGO SCREENING K9 ALLIANCE, LLC,

COAST TO COAST K9 TEAMS, LLC,

SOUTHERN COAST K9, INCORPORATED,

ITC CAPITAL PARTNERS, LLC,

MELANIE S. LANIER AND MARK W. MAHLER,

MARGUERITE L. HEISER,

AND

PAUL HAMMOND

AUGUST 17, 2020

SCHEDULES

Schedule 3.2 – Consents
Schedule 3.3 – Financial Statements
Schedule 3.5 - Litigation
Schedule 3.7(a) – Employee Benefit Plans
Schedule 3.8(a) – Material Contracts
Schedule 3.8(b)- Material Contract Consents
Schedule 3.9(a) – Patents, Marks and Copyrights
Schedule 3.9(b) – Licenses to Use Intellectual Property
Schedule 3.10 - Insurance
Schedule 3.13 – Governmental Licenses
Schedule 3.15(a) - Assets
Schedule 3.15(b) – Ownership Interests
Schedule 3.15(c) – Preemptive Rights, Options, Warrants, Etc.

XHIBITS

Exhibit A–1 ITC Promissory Note
Exhibit A-2 Heiser Note
Exhibit B - Assignment of Ownership Interests
Exhibit C - Guaranty

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (this “Agreement”) is dated as of August 17, 2020, by and among 360 Security Partners, LLC, a Delaware limited liability company (the “Buyer”), Jason Pinson, an individual residing at 2310 Castle Creek Dr., Mansfield, Texas 76063 (the “Guarantor”), VWK9, L.L.C., a Delaware limited liability company (“VWK9”), Cargo Screening K9 Alliance, LLC, a Delaware limited liability company (“CSK9”), Coast To Coast K9 Teams, LLC, a Florida limited liability company (“Coast to Coast”), Southern Coast K9, Incorporated, a Florida corporation (“Southern Coast”), ITC Capital Partners, LLC, a Delaware limited liability company (“ITC”), Marguerite L. Heiser, an individual residing in the State of Florida (“Heiser”), Paul Hammond, an individual residing in the State of Alabama (“Hammond”), Melanie S. Lanier, an individual residing in the State of Alabama (“Lanier”), and Mark W. Mahler, an individual residing in the State of Florida (“Mahler”). ITC, Hammond, Heiser, Lanier, and Mahler are referred to herein collectively as the “Sellers” and VWK9, CSK9, Coast to Coast, and Southern Coast are referred to herein collectively as the “Companies”.

RECITALS

WHEREAS, (a) ITC and Hammond constitute the members owning 97.5% of the membership interests of VWK9, (b) ITC, Hammond and VWK9 constitute all of the members of CSK9, (c) Lanier, Mahler and Heiser constitute all of the members of Coast to Coast, (d) Coast to Coast constitutes the only member of Southern Coast, and (e) the Sellers collectively own, directly or indirectly, all the Ownership Interests (as defined below) in the Companies;

WHEREAS, the Sellers, the Companies and the Buyer wish to effect a business combination by providing for the purchase by Buyer of all of the Sellers’ Ownership Interests in the Companies upon the terms and conditions outlined in this Agreement (the “Transaction”);

WHEREAS, all of the Sellers, the Companies and Buyer, by their execution of this Agreement, have authorized and approved this Agreement, the Transaction and the other transactions contemplated hereby and have determined that this Agreement, the Transaction and the other transactions contemplated hereby are in their respective best interests;

WHEREAS, Buyer, the Companies, and the Sellers desire to make certain representations, warranties, covenants, and agreements in connection with the Transaction and to prescribe various conditions to the Transaction.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - THE TRANSACTION

Section 1.1. The Transaction Subject to the terms and conditions of this Agreement, at the Closing (as defined below), all of the Sellers will sell, transfer, assign, convey and deliver their respective Ownership Interests in the Companies to Buyer, and Buyer will purchase, acquire, receive and accept from the Sellers, for the Total Consideration (as defined below), all Ownership Interests of the Companies free and clear of any Encumbrances.

Section 1.2. Closing The closing of the Transaction (the “Closing”) shall occur as of 10:00 a.m. local time on or before October 1, 2020 (the “Closing Date”).

ARTICLE II - PAYMENT WITH RESPECT TO OWNERSHIP INTERESTS; OTHER CLOSING PAYMENTS.

Section 2.1. Payment with respect to Ownership Interests The Total Consideration payable at the Closing by the Buyer in full payment for the sale and assignment of all the Ownership Interests in the Companies by Sellers shall equal the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000) plus all or any portion of the UPS Payment as defined below (collectively, the “Purchase Price”). ITC’s consideration for the sale of its Ownership Interests in the Companies to Buyer is set forth in paragraphs (a), (b) and (c) below; Hammond’s consideration for the sale of his Ownership Interests in VWK9 and CSK9 to Buyer is set forth in paragraph (d) below; Heiser’s consideration for the sale of her Ownership Interests in Coast to Coast and indirect ownership in Southern Coast to Buyer is set forth in paragraph (e) below; and Lanier’s and Mahler’s consideration for the sale of their respective Ownership Interests in Coast to Coast and indirect ownership in Southern Coast is set forth in paragraph (f) below:

(a) One Million Dollars (\$1,000,000) deposited on or before the date of execution of this Agreement by the Buyer with ITC as a good faith deposit (the “Deposit”), of which Two Hundred Fifty Thousand Dollars (\$250,000) is a non-refundable fee in the event the Transaction does not close on or before the Closing Date. Upon consummation of the Transaction on the Closing Date, (i) ITC shall apply Eight Hundred Eighty-Nine Thousand Eight Hundred Eighty-Nine Dollars (\$889,889) of the Deposit as a credit against the Purchase Price payable to ITC (the “ITC Cash Payment”) and (ii) ITC shall transfer One Hundred Eleven Thousand One Hundred Eleven Dollars (\$111,111) of the Deposit to Heiser as a credit against the Purchase Price payable to Heiser (the “Heiser Payment”).

(b) Three Million One Hundred Eleven Thousand One Hundred Eleven Dollars (\$3,111,111) in the form of the Promissory Note attached hereto as Exhibit A-1 payable by the Buyer to ITC with a one-year balloon payment of all outstanding principal and accrued interest at an interest rate of six percent per annum (6%) with accrued interest being paid quarterly beginning at the end of the calendar quarter next succeeding the Closing Date, and personally guaranteed by the Guarantor (the “ITC Note”).

(c) If CSK9 is awarded a contract to provide canine cargo screening services to United Parcel Service (the “UPS Contract”), ITC shall receive a share of net profits earned by CSK9 as follows:

(i) If UPS awards 100% of the proposed contract to CSK9 (based upon billable hours awarded), ITC shall be entitled to receive a payment of \$250,000 (the “Full UPS Payment”), such amount to be due and payable within six (6) months after the applicable invoice date(s) (the “Payment Date”); or

(ii) If the award under the UPS Contract is less than 100% (based upon billable hours awarded), the Full UPS Payment shall be reduced proportionately based upon the actual percentage awarded under the UPS Contract, which Full UPS Payment as so reduced shall be due and payable on the Payment Date.

(d) An ownership interest in the Buyer issued to Hammond in such amount as shall be agreed to by Hammond and the Buyer prior to the Closing Date in consideration for the transfer of his ownership interest in the Companies.

(e) Five Hundred Thousand Dollars (\$500,000), One Hundred Eleven Thousand and One Hundred Eleven Dollars (\$111,111) of which shall be paid by the Buyer from the Deposit upon consummation of the Transaction on the Closing Date as provided in paragraph (a) above, and Three Hundred Eighty-Nine Thousand Eight Hundred Eight-Nine Dollars (\$389,889) of which shall be in the form of the Promissory Note attached hereto as Exhibit A-2 payable by the Buyer to Heiser with a one-year balloon payment of all outstanding principal and accrued interest at an interest rate of six percent per annum (6%) with accrued interest being paid quarterly beginning at the end of the calendar quarter next succeeding the Closing Date and personally guaranteed by the Guarantor (the “Heiser Note”).

(f) Lanier and Mahler, as the largest members of ITC, agree that their consideration for the sale of their Ownership Interests to the Buyer shall be received from ITC as a part of the consideration being received by ITC (collectively, the “Minority Owner Payment”). For the avoidance of doubt, neither Buyer nor Guarantor shall have any obligation to pay any consideration to Lanier or Mahler for the sale and assignment to the Buyer of their respective Ownership Interests in Coast to Coast, and ITC, Lanier and Mahler each hereby acknowledge and agree that so long as the Buyer pays the ITC Note as provided therein, neither the Buyer nor Guarantor shall have any liability whatsoever to Lanier or Mahler for the payment of the Minority Owner Payment, which payment shall be the sole responsibility of ITC.

ARTICLE III -REPRESENTATIONS AND WARRANTIES **OF THE SELLERS**

ITC and Hammond, jointly and severally, are making the representations and warranties contained in this Article III as they apply to VWK9 and CSK9. Heiser, jointly and severally, is making the representations and warranties contained in this Article III as they apply to Coast to Coast and Southern Coast and ITC is severally making the representations and warranties contained in **Sections 3.1, 3.3, 3.5, 3.6, 3.9 and 3.15(b)** as they apply to Coast to Coast and Southern Coast (the “ITC CC/SC Reps”). ITC is making the representations and warranties in **Sections 3.1(c) and 3.15(b)** of this Article III on behalf of Lanier and Mahler as they relate to their respective Ownership Interests in Coast to Coast and ITC agrees to assume full responsibility for any Indemnity Claim arising from a breach of any such representation or warranty by Lanier or Mahler.

The amount of any liability of a Seller hereunder for damages suffered by the Buyer arising from a breach of a representation or warranty made by such Seller on a several basis with respect to a Company shall be limited to such Seller's percentage Ownership Interest in the Company to which the representation or warranty relates and shall further be limited by Section 7 hereof. If a representation or warranty is made by a Seller on a joint and several basis, such Seller's liability for damages arising from a breach thereof shall not be limited to such Seller's percentage Ownership Interest in the related Company but shall be limited as provided in Section 7 hereof. Except with respect to the ITC CC/SC Reps, ITC and Hammond shall not have any liability for the representations and warranties contained in this Article III as they apply to Heiser, Coast to Coast, or Southern Coast. Heiser, Coast to Coast, and Southern Coast shall not have any liability for the representations and warranties contained in this Article III as they apply to ITC, Hammond, VWK9, or CSK9. Melanie S. Lanier and Mark W. Mahler shall not have any liability for the representations and warranties contained in this Article III and the Buyer shall look solely to ITC with respect to any breach of the representations they make regarding their minority ownership in Coast to Coast. Notwithstanding the foregoing, none of the Sellers shall have any liability hereunder for damages suffered by the Buyer arising from a breach of a representation or warranty made by such Seller in excess of the limits set forth in Section 7 hereof.

Section 3.1. Existence; Good Standing; Authority VWK9 and CSK9 are each limited liability companies duly formed, validly existing and in good standing under the laws of Delaware. Coast to Coast is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Florida. Southern Coast is a corporation duly formed, validly existing and in good standing under the laws of the State of Florida. Each of the Companies has all requisite corporate or company power and authority to own, use, operate, lease and transfer control and carry on its business as currently conducted. The Companies are duly licensed or qualified to do business as a foreign corporation under the laws of each jurisdiction in which the character of its properties or in which the transaction of its business makes such qualification necessary, except where the failure to be so licensed or qualified would not have or be reasonably likely to have, individually or in the aggregate, a Companies Material Adverse Effect (as defined below). The Companies have delivered to Buyer true, correct, and complete copies of their current formation and governance documents. "Companies Material Adverse Effect" means any event, change, circumstance, effect or state of facts that (i) is or could reasonably be expected to be materially adverse to the business, financial condition, operations, assets, liabilities or results of operations of any of the Companies; provided, however, that a Companies Material Adverse Effect under this clause (i) shall not include the effect of any event, change, circumstance, effect or state of facts arising out of or attributable to any changes in federal or state laws that do not affect the Companies' business disproportionately as compared to other similarly situated participants in the industry or (ii) has prevented, materially impaired or materially delayed, or could reasonably be expected to prevent, materially impair or materially delay, the ability of the Companies or the Sellers to perform their respective obligations under this Agreement or to consummate the transactions contemplated hereby.

(b) ITC and each of the Companies has the corporate or company power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the performance of ITC and each of the Companies of their respective obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by ITC and the members of each of the Companies at a meeting duly called and held in accordance with ITC's

and each of the Companies' governance documents at which the ITC's Board of Directors and all members of the Companies were present and voted. This Agreement has been duly executed and delivered by ITC and each of the Companies and assuming the due authorization, execution, and delivery of this Agreement by the Buyer, this Agreement constitutes a legal, valid and binding obligation of ITC and each of the Companies, enforceable against ITC and the Companies in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity) (collectively, "General Enforceability Exceptions").

(c) Hammond, Heiser, Lanier, and Mahler each have the capacity and power to execute and deliver this Agreement and to perform his/her obligations hereunder. This Agreement has been duly executed and delivered by Hammond, Heiser, Lanier and Mahler and assuming the due authorization, execution, and delivery of this Agreement by the Buyer, this Agreement constitutes a legal, valid and binding obligation of Hammond, Heiser, Lanier and Mahler, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by the General Enforceability Exceptions.

Section 3.2. No Conflict; Consents The execution and delivery by the Companies and the Sellers of this Agreement, and the consummation by the Companies and the Sellers of the transactions contemplated hereby, (i) do not violate any provision of the Companies' Articles of Organization, Certificates of Formation, or Operating Agreements (as defined below); (ii) do not cause the Companies or the Sellers to violate any provision of any law, regulation or rule, or any order of, or any restriction imposed by, any court or other Governmental Authority applicable to the Companies or the Sellers; (iii) except as set forth on Schedule 3.2, do not require from the Companies or the Sellers any notice to, declaration or filing with, or consent or approval of any Governmental Authority or other third party, including any such notice, declaration, filing or consent that is necessary to prevent the termination of any right, privilege, license or qualification of the Companies; or (iii) result in the creation of any Encumbrance or give to any Person other than Buyer or Buyer any interest, right or claim, in or with respect to any of the Companies' or their Subsidiaries' assets or properties.

Section 3.3. Financial Statements; Books and Records; Indebtedness Sellers have provided to the Buyer the following financial statements for each of the Companies (collectively, the "Financial Statements"): (i) the balance sheets of each of the Companies as of December 31, 2019, December 31, 2018 and December 31, 2017 and the related statements of income and cash flows (or the equivalent) for the fiscal years then ended; and (ii) the unaudited balance sheet of each of the Companies as of June 30, 2020 and the related statements of income and cash flows (or the equivalent) for the six month period then ended. Each of the Financial Statements referenced above (including in all cases the notes thereto, if any), fairly presents the financial condition of each of the Companies as of the respective dates thereof and the operating results of each of the Companies for the periods covered thereby and, with respect to VWK9 and CSK9, has been prepared in accordance with GAAP consistently applied throughout the periods covered thereby, subject, in the case of the foregoing clause (ii), to the absence of footnote disclosures (none of which footnote disclosures would, alone or in the aggregate, be materially adverse to the

business, operations, assets, liabilities, financial condition, operating results, value, cash flow or net worth of any of the Companies).

(b) The books and records and other financial records of each of the Companies, all of which have been made available to the Buyer, are complete and correct and represent actual, bona fide transactions and have been maintained in accordance with sound business practices. Each of the Companies has provided the Buyer true, correct and complete copies of (i) its Certificate of Formation duly filed in its state of its formation and (ii) its Operating Agreement and all amendments thereto (each an “Operating Agreement” and collectively, the “Operating Agreements”), each of which is in full force and effect.

(c) None of the Companies has on the date hereof any material indebtedness or any contingent liabilities, off-balance sheet liabilities or partnerships, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in the Financial Statements, except as set forth in **Schedule 3.3(c)**.

Section 3.4. Absence of Certain Changes Since June 30, 2020, the Companies have operated only in the ordinary course of business consistent with past practices, and there has been no change in the condition (financial or otherwise), assets or business of the Companies, except such changes that have not had or would not be reasonably expected to have, individually or in the aggregate, a Companies Material Adverse Effect.

Section 3.5. Litigation Except as set forth on **Schedule 3.5**, there is no (a) claim, action, suit, proceeding at law or in equity by any Person, (b) arbitration or administrative or other proceedings by or before, or to Sellers’ or the Companies’ knowledge, investigation, inquiry or subpoena by or before, any Governmental Authority, or (c) audit or investigation pending or, to Sellers’ or the Companies’ knowledge, threatened against the Companies or the Sellers either (i) with respect to this Agreement or the transactions contemplated hereby or (ii) otherwise against or affecting the Companies or the Sellers or their respective properties, assets, or ownership of the Companies. Neither the Companies nor the Sellers are subject to any order, judgment, or decree entered in any lawsuit or proceeding.

Section 3.6. Taxes

(a) The Companies have each timely filed or been included in, or will timely file or be included in, all Tax Returns required to be filed by them or in which they are to be included with respect to Taxes for any period ending on or before the Closing Date, taking into account any extension of time to file granted to or obtained on behalf of the Companies, and all such Tax Returns were true, correct and complete in all material respects;

(b) The Companies have paid or caused to be paid all Taxes due and owing (whether or not shown on such Tax Returns) or have made provision for all Taxes owed or properly accruable through the Closing Date;

(c) None of the Companies currently is the beneficiary of any extension of time within which to file any federal or state income Tax Return or any other material Tax Return, and none

of the Companies has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency;

(d) Neither the IRS nor any other Governmental Authority is asserting by written notice to the Companies or, to the Companies' knowledge, proposing to assert against the Companies, any deficiency or claim for any amount of additional Taxes;

(e) No federal, state, local or foreign audits or other administrative proceedings or court proceedings are pending with regard to any Taxes or Tax Returns of the Companies, and none of the Companies has received written notice of any actual or threatened audits or proceedings or is otherwise aware of any such audits or proceedings;

(f) No claim has been made by a taxing authority of a jurisdiction where any of the Companies does not file a Tax Return that the Companies are or may be subject to taxation in that jurisdiction, and no power of attorney has been granted by the Companies with respect to any matters related to Taxes that are currently in force;

(g) All Taxes and other assessments and levies which the Companies were or are required to withhold or collect have been withheld and collected and have been paid over to the proper Governmental Authorities; and

(h) There are no Liens for Taxes upon the assets of the Companies, or any of their Subsidiaries, except for Liens relating to current Taxes not yet due;

Section 3.7. Employee Benefit Plans Schedule 3.7(a) sets forth a list of all Companies Plans (as defined below) sponsored or maintained by the Companies within the past three (3) years or with respect to which any of the Companies has made or has had any obligation to make contributions or provide benefits within the past three (3) years. For purposes of this Agreement, "Companies Plans" shall mean any "employee benefit plan", as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any other profit-sharing, bonus, stock option, stock purchase, stock ownership, phantom stock, pension, retirement, employment, severance, deferred compensation, excess benefit, supplemental unemployment, post-retirement medical or life insurance, welfare, incentive, sick leave, disability, medical hospitalization, vision, dental, life insurance, cafeteria, flexible spending account, or other insurance or benefit plan, trust, arrangement, policy, practice, arrangement or understanding (whether written or, if material, oral) (1) that are sponsored, maintained or to which contributions are made (now or within the past three (3) years) by the Companies for the benefit of current or former employees, directors, officers, leased employees, independent contractors or agents of the Companies, or their current or former spouses, dependents, or other beneficiaries, or (2) with respect to which the Companies or any ERISA Affiliate of the Companies could have any liability. For purposes of the preceding sentence, the term "ERISA Affiliate" means any trade or business (whether or not incorporated) that together with the Companies is treated as a single employer pursuant to Sections 414(b), (c), (m) or (o) of the Code.

(b) The Companies Plans have been administered in all material respects in accordance with the applicable provisions of ERISA and the Code, and all applicable laws.

(c) There is neither any pending litigation, suit, or proceeding nor, to the knowledge of the Companies, any litigation, suit or proceeding threatened in writing, against the Companies related to the Companies Plans. Other than claims for benefits arising in the ordinary course of business of the Companies Plans, to the knowledge of the Companies, no claims, investigations, lawsuits, arbitrations or other controversies are pending or threatened against the Companies Plans, or any trustee, fiduciary, custodian, administrator or other person holding or controlling assets of any Companies Plan and, to the knowledge of the Companies, no basis for any such claim exists.

Section 3.8. Contracts and Commitments Each of the contracts set forth on **Schedule 3.8(a)** (the “Material Contracts”) is in full force and effect and constitutes a legal, valid and binding obligation of the Companies, as applicable, enforceable against them in accordance with its terms, except as such enforceability may be limited by the General Enforceability Exceptions. Each of the Companies, as applicable, has performed all of its material obligations (except those that have not yet become due) under, and is not in violation or breach of or default under, any of the Material Contracts. The Companies or the Sellers have paid in full all amounts owed by the Companies or the Sellers, respectively, in connection with the Material Contracts, regardless of whether or not such amounts have been invoiced to the Companies or the Sellers, respectively. To the Companies’ knowledge, each of the other parties to each of the Material Contracts has performed all of their material obligations (except those that have not yet become due) under and is not in violation or breach of or default under, such Material Contracts.

(a) Except as set forth on **Schedule 3.8(b)**, the execution of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or cause a breach of any of the Material Contracts, and no notice to or approval or consent of any other party to any of the Material Contracts is required in order for those Material Contracts to continue in full force and effect without breach, default, acceleration or any change in terms after the Closing.

Section 3.9. Intellectual Property **Schedule 3.9(a)** sets forth an accurate and complete list of all Patents, registered and unregistered Marks, and registered Copyrights owned by the Companies and used in connection with the business of the Companies as currently conducted.

(b) **Schedule 3.9(b)** sets forth a complete and accurate list of all material licenses, sublicenses and other agreements to which the Companies are a party (i) granting any other Person the right to use the Intellectual Property, or (ii) pursuant to which any of the Companies are authorized to use any third party Intellectual Property, which are incorporated in, are, or form a part of any product manufactured, distributed, or sold or any service provided by the Companies or which are otherwise used (or currently proposed to be used) by the Companies in the business of the Companies as currently conducted, other than commercial off-the-shelf software.

Section 3.10. Insurance **Schedule 3.10** sets forth a list of the material insurance policies held by, or for the benefit of, the Companies as of the date of this Agreement, and true, correct and complete copies of all such insurance policies have been delivered or made available to Buyer. Each such insurance policy is valid and binding and in full force and effect, all premiums due thereunder have been paid in full, and the Companies have not received notice of cancellation or termination in respect of any such policy or notice of default thereunder. The Companies have not received notice that any insurer under any policy under which the Companies is covered is denying liability with respect to a claim thereunder or defending any claim under a reservation of rights clause.

Section 3.11. No Brokers None of the Companies or the Sellers have entered into any contract, arrangement or understanding with any Person that may result in the obligation of any of them to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or consummation of the transactions contemplated hereby.

Section 3.12. Compliance with Laws Neither the conduct of the Companies' business as it is currently conducted violates or infringes any law, statute, ordinance, regulation, rule, order, judgment or decree of any Governmental Authority or constitutes a breach of, or default under, any of the Companies' permits, licenses and authorizations currently in effect, except as would not have or would not reasonably be expected to have, individually or in the aggregate, a Companies Material Adverse Effect, and the Companies have not received any written notice of any such violation or default by the Companies. No Person or Governmental Authority has alleged in writing any violation, infringement, or event of default, and no event or circumstance has occurred that with notice, a lapse of time or both would constitute a violation, infringement, or event of default thereunder.

Section 3.13. Government Licenses **Schedule 3.13** contains (i) a true, correct and complete list of all material licenses, permits, authorizations, registrations and certifications of any Governmental Authority, which have been issued to the Companies, or any of their Affiliates and are currently in effect (the "Companies Licenses"). The Companies has delivered or made available to Buyer a true, correct, and complete copy of each Companies License. The Companies Licenses represent all of the licenses, permits, authorizations, registrations, and certifications necessary to operate the Companies' business as it is operated on the date hereof and as would reasonably be expected to be required as of immediately prior to the Closing. Each Companies License is valid and in full force and effect, except to the extent the failure of any Companies License to be valid and in full force and effect would not have or would not be reasonably likely to have, individually or in the aggregate, a Companies Material Adverse Effect. None of the Companies Licenses is subject to any conditions or restrictions other than as may exist by virtue of acts of the United States Congress, the rules and regulations of federal regulatory agencies or laws and rules adopted by the various Governmental Authorities in the jurisdictions where the Companies operates the Companies' business or as would not have or reasonably be expected to have a Companies Material Adverse Effect.

Section 3.14. Accounts Receivable All of the accounts receivable related to the Companies' business (a) are reflected and properly recorded on the books and records of the Companies, including the Financial Statements; (b) represent sales actually made in the ordinary course of business consistent with past practice for goods or services delivered or rendered in bona fide arm's-length transactions; (c) constitute valid, undisputed or adequately reserved claims, (d) are not subject to any assertions of set-off, deduction, counterclaim, claim or, to the Companies' knowledge, dispute, in any case in excess of the amount reserved against such items; (e) has not been extended or rolled over in order to make them current; (f) are current.

Section 3.15. Assets of Companies; Ownership Interests; Subsidiaries Each of the Companies owns good, valid and marketable title in and to, or has a valid leasehold or licensed interest in, all of the assets described on **Schedule 3.15(a)** attached hereto (the "Companies' Assets"), free and clear of all Liens, and upon the consummation of the Closing, the Companies' Assets will comprise all the assets and properties necessary to permit Buyer to conduct the

Companies' business and operate in the same manner as the Companies' business is being conducted and is being operated on the date hereof and at the Closing Date.

(b) Each of the Sellers is the sole legal and beneficial owner of all right, title, and interest in and to the Ownership Interests set forth opposite its name on **Schedule 3.15(b)**, free and clear of all charges, claims, Liens, restrictions (other than any restriction on transferability imposed by federal or state securities laws and the applicable Operating Agreement), rights of first refusal, rights of first offer, purchase options, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent). Upon delivery of the Ownership Interests to Buyer and payment to Sellers of the consideration set forth in Section 2.1 above, Buyer will acquire good and marketable title to the Ownership Interests free and clear of all charges, claims, Liens, restrictions (other than any restriction on transferability imposed by federal or state securities laws and the applicable Operating Agreement), rights of first refusal, rights of first offer, purchase options, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent).

(c) Except as set forth on **Schedule 3.15(c)**, there are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments of any character under which any of the Companies or the Sellers is or may become obligated to sell, or give any Person a right to acquire, or in any way dispose of, any of the Ownership Interests or any securities or obligations exercisable or exchangeable for, or convertible into, any of the Ownership Interests, and no securities or obligations evidencing such rights are authorized, issued or outstanding. The Ownership Interests are not subject to any voting trust agreement or other contract, agreement or arrangement restricting or otherwise relating to the voting, dividend rights or disposition of the Ownership Interests. Any Ownership Interests previously issued by any of the Companies to any officers, directors, managers, employees, consultants, vendors or other third parties (other than Sellers) have been fully redeemed for good and valuable consideration and are no longer issued or outstanding.

(d) and iK9 Holding Co, LLC ("iK9 Holding Co.") is a wholly-owned subsidiary of VWK9

Section 3.16. Disclosure; No Material Misstatements

The Companies and Sellers have disclosed to Buyer all agreements, instruments and company or other restrictions to which they are subject, and all other matters known to them, that, individually or in the aggregate, could reasonably be expected to result in a Companies Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Companies to Buyer in connection with the negotiation of this Agreement (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 3.17. Knowledge Whenever a representation or warranty made by the Companies herein refers to the "knowledge of the Companies", the "Companies' knowledge" or a similar phrase, such knowledge shall be deemed to consist only of the actual knowledge, after

reasonable investigation and inquiry, on the date hereof and on the Closing Date, of the following individuals with respect to the Sellers or Companies set forth opposite such individuals' names:

<u>Name</u>	<u>Title</u>	<u>Companies/Sellers</u>
Paul Hammond	President	VWK9, CSKP
Tim Knight	Chief Financial Officer	ITC
Marguerite Heiser	President	Coast to Coast and Southern Coast

ARTICLE IV -REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes to the Companies each of the representations and warranties contained in this Article IV.

Section 4.1. Organization The Buyer has all requisite company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by its members, and no other action on the part of Buyer is necessary to authorize the execution and delivery by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.2. No Conflict; Consents The execution and delivery by Buyer of this Agreement, and the consummation by Buyer of the Transaction and the other transactions contemplated hereby in accordance with the terms hereof, do not (i) violate, conflict with or result in a default (whether after the giving of notice, a lapse of time or both) under, or give rise to a right of termination of, any contract, agreement, permit, license, authorization or obligation to which Buyer is a party or by which its assets are bound; (ii) violate any provision of the organizational documents of Buyer; (iii) cause Buyer to violate any provision of any law, regulation or rule, or any order of, or any restriction imposed by, any court or other Governmental Authority applicable to Buyer; or (iv) require from Buyer any notice to, declaration or filing with, or consent or approval of any Governmental Authority or other third party.

Section 4.3. Brokers Neither Buyer nor any of its Affiliates have entered into any contract, arrangement or understanding that will result in the obligation of such Person to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or consummation of the Transaction.

ARTICLE V- ADDITIONAL AGREEMENTS

Section 5.1. Further Action At and following the Closing, each party hereto will execute such further documents and instruments and take such further actions as may reasonably be requested by one or more of the other parties to consummate the Transaction and effect the other purposes of this Agreement.

Section 5.2. Non-Competition Covenant

(a) For a period of five (5) years from the date hereof (the “Restricted Period”), none of the Sellers shall, and each such Seller shall cause their respective Affiliates, employees and board members not to, (i) transact business directly or indirectly, as a stockholder, partner, member, owner, manager, employee, board member, consultant or otherwise, engage in or assist any other Person to engage in any business that is competitive with the business of any of the Companies, (ii) directly or indirectly, in any capacity, engage in or have any direct or indirect ownership interest in, or permit such Seller’s name to be used in connection with, any business anywhere in the world which is engaged, either directly or indirectly, in the business of developing, marketing or providing canine detection teams, canine patrol, training, security management or working dog sales for such purposes (the “Business”), directly or indirectly, as a prime contractor, subcontractor or in any other capacity; or (iii) directly or indirectly, solicit or endeavor to entice away from the Buyer, or offer employment or a consulting position to, or otherwise interfere with the business relationship of Buyer with, any Person who is, or was within the two-year period prior thereto, a customer or employee of, consultant or supplier to, or other Person having a material business relationship with any of the Companies or their businesses.

Section 5.3 Confidentiality During the Restricted Period, none of the Sellers, nor any of their respective Affiliates, shall, directly or indirectly, disclose, divulge or make use of any trade secrets or other information of a business, financial, marketing, technical or other nature pertaining to the business of the Companies (“Confidential Information”), except to the extent that such information shall have become public knowledge other than by breach of this Agreement by the Sellers or any of their Affiliates, or except to the extent that disclosure of such information is required by applicable law.

Section 5.4. Tax Matters

(a) Without the prior written consent of Buyer, Sellers shall not, to the extent it may affect, or relate to, the Companies, make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Buyer or the Companies in respect of any taxable period beginning after the Closing Date or, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date (each such period, a “Post-Closing Tax Period”).

(b) Sellers agree that Buyer is to have no liability for any Tax in respect of any taxable period ending on or before the Closing Date or, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date (each such period, a “Pre-Closing Tax Period”), and agree to indemnify and hold harmless Buyer and the Companies against any such liabilities.

(c) Buyer shall control and be responsible for the preparation and filing of all Tax Returns for the Companies with respect to any Post-Closing Tax Period, and all Tax Returns required to be filed after the Closing Date with respect to any Pre-Closing Tax Period. Sellers shall provide Buyer with cooperation and information as Buyer may reasonably request with respect to such Tax Returns.

Section 5.5 Survival The terms and provisions of **Section 5.2** and **5.3** shall survive the termination of this Agreement.

ARTICLE VI- CONDITIONS PRECEDENT TO THE CLOSING

Section 6.1. Conditions Precedent to Obligations of the Buyer to Consummate the Transaction The obligations of the Buyer to consummate the Transaction and pay the Purchase Price at Closing are subject to the satisfaction of the following conditions precedent, any one or more of which may be waived by Buyer at or prior to the Closing.

(a) **Representations and Warranties.** The representations and warranties of the Companies and the Sellers set forth in this Agreement (i) as modified or qualified by any of the updates to the Schedules to be delivered as a condition precedent to closing pursuant to Section 6.1(h) or (ii) as modified as a result of the satisfaction of any of the conditions precedent set forth in this Section 6.1 prior to the Closing Date shall be true and correct in all material respects as of the Closing Date (disregarding for such purposes any qualifications as to “materiality” or “Companies Material Adverse Effect” set forth in such representations and warranties), except to the extent such representations and warranties expressly relate to a specific date in which case such representations and warranties shall be true and correct in all material respects as of such date (disregarding for such purposes any qualifications as to “materiality” or “Companies Material Adverse Effect” set forth in such representations and warranties).

(b) **Performance and Obligations of the Companies.** The Companies and the Sellers shall have performed or complied with, in all material respects, all agreements and covenants required by this Agreement to be performed or complied with by such Persons on or prior to the Closing Date.

(c) **Required Consents.** The consents or approvals of all Persons set forth on **Schedule 3.2** shall have been obtained and shall be in full force and effect.

(d) **Material Adverse Effect.** Since the date of this Agreement, there shall have occurred no Companies Material Adverse Effect, and Buyer shall have received a certificate signed by the Sellers and the chief financial officer of the Companies to such effect.

(e) **Sufficient Assets to Continue Business.** The assets of the Companies as of the Closing Date will include reasonably sufficient inventory and working capital to enable Buyer to operate the Business after the Closing in substantially the same manner as it has historically been conducted by Sellers.

(f) **Auburn License; Promissory Note.** Auburn Research and Technology Foundation and/or its related parties (collectively, “Auburn”) shall have (i) entered into a new facilities, equipment and intellectual property license with VWK9 on terms and conditions satisfactory to the Buyer in its sole discretion, pursuant to which VWK9 shall receive a license to use the facilities, equipment and intellectual property currently licensed to iK9 Holding Co. On or before the Closing Date, iK9 Holding Co. and Auburn shall have cancelled and extinguished that certain Unsecured Promissory Note dated September 1, 2013 made by iK9 Holding Co. in the original principal amount of \$4 million and payable to Auburn related to certain patents that will not be used in VWK9’s ongoing business after consummation of the Transaction, and ITC shall

provide the Buyer written evidence of such cancellation and extinguishment on or prior to the Closing Date.

(g) M/WBE Status. Coast to Coast shall have taken such action as shall be necessary to ensure that any government contracts requiring Coast to Coast to be a minority- or woman-owned business remain in full force and effect after consummation of the Transaction.

(h) Schedules. Prior to the Closing Date, Sellers shall deliver to the Buyer updated copies of the schedules referenced in the representations and warranties of the Sellers set forth in Article III (the “Schedules”), which updated Schedules shall be in form and substance satisfactory to the Buyer. If any representation or warranty made by the Sellers in Article III, as modified or qualified by such updated Schedules as of the Closing Date, is unacceptable to the Buyer in any respect, the condition precedent set forth in this subparagraph (ii) shall be deemed not to have been satisfied and the Buyer shall have no obligation to consummate the Transaction.

(i)

(j) Documents to be Delivered at Closing; Actions to be Taken.

(i) At the Closing, Sellers shall execute and shall deliver to Buyer an Assignment of Ownership Interests substantially in the form attached hereto as Exhibit B sufficient to transfer to Buyer all right, title, and interest in and to the Ownership Interests.

(ii) At the Closing, the Companies shall deliver all documentation in their possession necessary for Buyer to operate the businesses of the Companies.

(iii) At the Closing, ITC will apply the ITC Cash Payment as a credit against the Purchase Price payable to ITC and will wire transfer the Heiser Payment in immediately available funds to Heiser.

Section 6.2. Conditions Precedent to Obligations of the Companies and Sellers to Consummate the Transaction The obligation of the Sellers and the Companies to consummate the Transaction is subject to the satisfaction of the following conditions precedent, any one or more of which may be waived by the Sellers or the Companies at or prior to the Closing:

(a) Representations and Warranties. The representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects as of the Closing Date (disregarding for such purposes any qualifications as to “materiality” set forth in such representations and warranties), except to the extent such representations and warranties expressly relate to a specific date in which case such representations and warranties shall be true and correct in all material respects as of such date (disregarding for such purposes any qualifications as to “materiality” set forth in such representations and warranties).

(b) Performance of Obligations of Buyer. The Buyer shall have performed or complied with, in all material respects, all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) Documents to be Delivered at Closing.

(i) At the Closing, the Buyer shall execute and deliver to ITC a duly executed original of the ITC Note.

(ii) At the Closing, the Buyer shall execute and deliver to Heiser a duly executed original of the Heiser Note.

ARTICLE VII- INDEMNIFICATION

Section 7. Indemnification Covenant to Indemnify and Hold Harmless by the Companies and Sellers. Sellers and the Companies covenant and agree to indemnify, defend, and hold harmless Buyer from and against any and all claims, suits, losses, judgments, damages, and liabilities including any investigation, legal, and other expenses incurred in connection with and any amount paid in settlement of any claim, action, suit, or proceeding (collectively called "Losses") to which Buyer may become subject, if such Losses arise out of or are based upon any of misrepresentation, breach of warranty, or breach of covenant by any of the Companies or Sellers in this Agreement (an "Indemnity Claim").

(b) Covenant to Indemnify and Hold Harmless by Buyer. Buyer covenants and agrees to indemnify, defend, and hold harmless the Companies and Sellers from and against any and all Losses to which the Companies or the Sellers may become subject, if such Losses arise out of or are based upon any facts and circumstances (or alleged facts and circumstances) arising from the operation of the businesses of the Companies after the Closing Date. This right to indemnification is in addition to any other right available to the Companies or the Sellers, including the right to sue Buyer for a misrepresentation, breach of warranty, or breach of covenant under this Agreement.

(c) Limitation on Indemnification. The Parties agree that ITC's liability for an Indemnity Claim arising out of (i) a breach of any of the representations or warranties in Sections 3.1, 3.6, and 3.15(b) and (c) (each a "Tier 1 Rep") made by ITC related to VWK9 or CSK9 shall be capped at the total Purchase Price paid to ITC hereunder; (ii) a breach of any of the ITC CC/SC Reps made by ITC (directly or on behalf of Lanier and Mahler) related to Coast to Coast or Southern Coast shall be capped at the amount of \$500,000; and (iii) a breach of any of the other representations or warranties in Article III (each a "Tier 2 Rep") made by ITC shall be capped at 10% of the total Purchase Price paid to ITC hereunder. The Parties further agree that Heiser's liability for an Indemnity Claim arising out of (x) a breach of any Tier 1 Reps related to Coast to Coast or Southern Coast made by Heiser shall be capped at the total Purchase Price paid to Heiser hereunder; and (y) a breach of any Tier 2 Reps related to Coast to Coast or Southern Coast made by Heiser shall be capped at 10% of the total Purchase Price paid to Heiser hereunder. The Parties further agree that Hammond's liability for an Indemnity Claim arising out of (I) a breach of any of the Tier 1 Reps related to VWK9 or CSK9 shall be capped at the total consideration received by Hammond for his Ownership Interests in VWK9 and CSK9; and (II) a breach of any of the Tier 2 Reps related to VWK9 or CSK9 shall be capped at 10% of the total consideration received by Hammond for his Ownership Interests in VWK9 and CSK9.

ARTICLE VII- AMENDMENT AND WAIVER

This Agreement may be extended at any time prior to the Closing Date by the mutual written consent of Buyer, ITC, Heiser, and the Companies. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties

entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

ARTICLE IX- GENERAL PROVISIONS

Section 9.1. Notices The parties' addresses and email addresses for notices are as follows:

(a) if to the Buyer, to:

360 Security Partners
701 Highlander Blvd., Suite 500
Arlington, Texas 76015
Attn: Jason Pinson
Email: jpinson@rocktoppartners.com

With a copy to:

360 Security Partners
701 Highlander Blvd., Suite 500
Arlington, Texas 76015
Attn: General Counsel
Email: scampbell@rocktoppartners.com

(b) if to ITC, to:

ITC Capital Partners, LLC
1791 O. G. Skinner Dr.
West Point, Georgia 31833
Attn: Todd Holt, CEO
Email: tholt@itchold.com

With a copy to:

ITC Capital Partners, LLC
1791 O. G. Skinner Dr.
West Point, Georgia 31833
Attn: Chad Wachter, General Counsel
Email: cwachter@itchold.com

(c) if to Heiser, to:

Marguerite L. Heiser
690 Meta Lane
New Smyrna Beach FL 32168
Email: Pheiser@c2ck9.com

(d) if to Hammond, to:

Paul Hammond
6 Princeton Way
Anniston, AL 36207
Email: phammond@vwk9.org

All notices and other communications will (a) if delivered personally or sent by overnight courier (such as FedEx) to an address provided in this Section 9.1, be deemed given upon personal delivery or upon confirmation of delivery by such courier to the indicated address, as the case may be, (b) if sent electronically by email transmission to an email address provided in this Section 9.1, be deemed given when receipt of transmission has been confirmed by the receiving party, and (c) if sent by first class, certified or registered mail to an address provided in this Section 9.1, be deemed given and delivered three (3) Business Days after deposit in the United States mail (in each case regardless of whether such notice, request or other communication is received). Any party from time to time may change its address, email address, or other information for the purpose of notices to that party by giving written notice specifying such change to the other party in accordance with this Section 9.1.

Section 9.2. Disclosure Schedules The section number headings in the schedules to this Agreement (the “Schedules”) correspond to the Section numbers in this Agreement and any information disclosed in any section of the Schedules shall be deemed to be disclosed and incorporated into any other section of this Agreement or the Schedules where such disclosure would be appropriate and reasonably apparent.

Section 9.3. Assignment Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by merger or operation of law) by any of the parties hereto without the prior written consent of the other parties.

Section 9.4. Severability If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

Section 9.5. No Agreement Until Executed Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to

evidence a contract, agreement, arrangement, or understanding among the parties hereto unless and until this Agreement is executed by the parties hereto.

Section 9.6. Certain Definitions For purposes of this Agreement:

(a) “Affiliate” with respect to any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

(b) “Business Day” means any day other than a Saturday or Sunday or a day on which the Fedwire System operated by the Federal Reserve Bank of New York is closed.

(c) “GAAP” means generally accepted accounting principles, consistently applied.

(d) “Governmental Authority” means any government or political subdivision, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any federal, state, local or foreign court or arbitrator.

(e) “Intellectual Property” means all intellectual property rights owned or used by the Companies arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon (collectively, “Patents”), (ii) all fictional business names, trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, “Marks”), (iii) copyrights and registrations and applications therefor, works of authorship and mask work rights (collectively, “Copyrights”), (iv) discoveries, concepts, research and development, know-how, formulae, inventions, compositions, manufacturing and production processes and techniques, procedures, designs, drawings, specifications, and other proprietary and confidential information, including customer lists, supplier lists, pricing and cost information, business and marketing plans and proposals of Companies, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Copyrights or Patents, and (v) any and all: (A) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code; (B) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (C) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and (D) all documentation including user manuals and other training documentation related to any of the foregoing.

(f) “IRS” means the Internal Revenue Service of the United States.

(g) “Lien” means any interest in real or personal property securing an obligation owed to, or a claim by, a Person other than the owner of the property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to the lien or security interest arising from a mortgage, encumbrance,

pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes.

(h) “Ownership Interests” means all shares of capital stock, membership interests or other equity ownership interests in the Companies, as applicable, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Ownership Interests other than the membership interests issued to certain key employees of VWK9 as set forth in **Schedule 3.15(c)**, which interests represent an aggregate 2.5% ownership interest in VWK9.

(i) “Person” means an individual, corporation, partnership, limited liability Companies, joint venture, association, trust, unincorporated organization, or other entity or group.

(j) “Subsidiary” means, with respect to any Person (the “parent”) at any date, any other Person of which Ownership Interests representing more than 50% of the equity or more than 50% of the ordinary voting power (irrespective of whether or not at the time Ownership Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) or, in the case of a partnership, any general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

(k) “Tax” or “Taxes” means any federal, state, local or foreign income, gross receipts, capital gains, franchise, alternative or add-on minimum, estimated, sales, use, goods and services, transfer, registration, value-added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, personal property, capital stock, social security, unemployment, employment, disability, payroll, license, employee or other withholding, contributions or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

(l) “Tax Returns” means returns, declarations, reports, claims for refund, information returns, or other documents (including any related or supporting schedules, statements, or information) filed or required to be filed with respect to Taxes.

(m) “Total Consideration” means the consideration paid by the Buyer for the Ownership Interests in the Companies as set forth in Section 2.1.

Section 9.7. Interpretation When a reference is made in this Agreement to an Article, Section, Schedule or Exhibit, such reference will be to an Article or Section of, or a Schedule or Exhibit to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms used herein with initial capital letters have the meanings ascribed to them herein and all terms defined in this Agreement will have such defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined

therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein, or in any agreement or instrument that is referred to herein, means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by a succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns.

Section 9.8. Fees and Expenses Except as otherwise set forth in this Agreement, whether or not the Transaction is consummated, each of Buyer (on behalf of Buyer), on the one hand, and the Sellers (on behalf of the Sellers and the Companies), on the other hand, shall bear its expenses (including legal fees) in connection with the negotiation and the consummation of the transactions contemplated by this Agreement.

Section 9.9. Choice of Law/Consent to Jurisdiction All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 9.10. Specific Performance The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of proper jurisdiction. Such remedies shall not be exclusive and shall be in addition to any other remedies that any party may have under this Agreement.

Section 9.11. Mutual Drafting The parties hereto are sophisticated and have been represented by attorneys throughout the transactions contemplated hereby who have carefully negotiated the provisions hereof. As a consequence, the parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any agreement or instrument executed in connection herewith, and therefore waive their effects.

Section 9.12. Miscellaneous This Agreement (a) constitutes, together with the Schedules and Exhibits attached hereto, and the documents, instruments, and certificates referred to herein which form a part hereof, or which are entered into in connection herewith, the entire agreement and supersedes all of the prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and is not intended to confer upon any other person any rights or remedies hereunder and (c) may be executed in two or more counterparts which together shall constitute a single agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Agreement and any other document necessary for the consummation of the transactions contemplated by this Agreement may be accepted, executed or agreed to through the

use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto.

[Signatures on the following page]

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

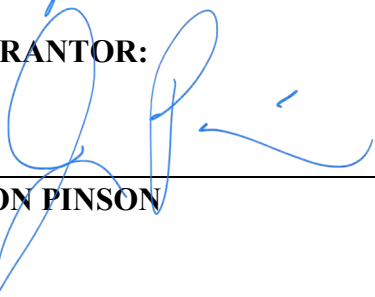
BUYER:

360 SECURITY PARTNERS, LLC

By: 
Name: Jason Pinson

Title: Member

GUARANTOR:



JASON PINSON

COMPANIES:

VWK9, LLC

By: _____
Name: _____
Title: _____

**CARGO SCREENING K9
ALLIANCE, LLC**

By: _____
Name: _____
Title: _____

COAST TO COAST K9 TEAMS, LLC

By: _____
Name: _____
Title: _____

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

BUYER:

360 SECURITY PARTNERS, LLC

By: _____

Name: Jason Pinson

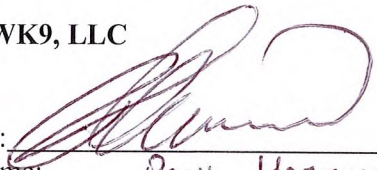
Title: Member

GUARANTOR:

JASON PINSON

COMPANIES:

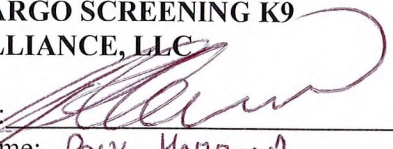
VWK9, LLC

By:  _____

Name: PAUL HAMMOND

Title: PRESIDENT

**CARGO SCREENING K9
ALLIANCE, LLC**

By:  _____

Name: PAUL HAMMOND

Title: PRESIDENT

COAST TO COAST K9 TEAMS, LLC

By: _____

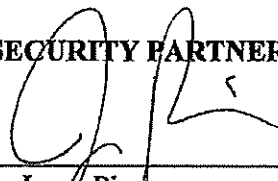
Name: _____

Title: _____

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

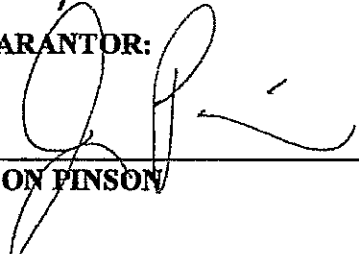
BUYER:

360 SECURITY PARTNERS, LLC

By: 
Name: Jason Pinson

Title: Member

GUARANTOR:


JASON PINSON

COMPANIES:

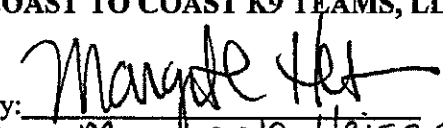
VWK9, LLC

By: _____
Name: _____
Title: _____

**CARGO SCREENING K9
ALLIANCE, LLC**

By: _____
Name: _____
Title: _____

COAST TO COAST K9 TEAMS, LLC

By: 
Name: Margene Heiser
Title: President

SOUTHERN COAST K9,
INCORPORATED

By: Marguerite Heiser
Name: Marguerite Heiser
Title: President

SELLERS:

ITC CAPITAL PARTNERS, LLC

By: _____
Name: _____
Title: _____

MELANIE S. LANIER AND MARK W.
MAHLER, solely with respect to the
representations and warranties made by them in
Sections 3.1(c) and 3.15(b) of this Agreement

MELANIE S. LANIER

MARK W. MAHLER

Paul Hammond
PAUL HAMMOND

Marguerite L. Heiser
MARGUERITE L. HEISER

**SOUTHERN COAST K9,
INCORPORATED**

By: _____
Name: _____
Title: _____

SELLERS:

ITC CAPITAL PARTNERS, LLC

By: M. Todd Holt
Name: Todd Holt
Title: CEO

**MELANIE S. LANIER AND MARK W.
MAHLER, solely with respect to the
representations and warranties made by them in
Sections 3.1(c) and 3.15(b) of this Agreement**

MELANIE S. LANIER

MARK W. MAHLER

PAUL HAMMOND

MARGUERITE L. HEISER

**SOUTHERN COAST K9,
INCORPORATED**

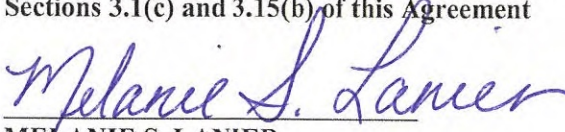
By: _____
Name: _____
Title: _____

SELLERS:

ITC CAPITAL PARTNERS, LLC

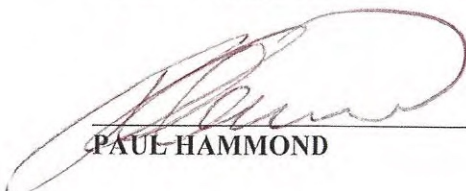
By: _____
Name: _____
Title: _____

**MELANIE S. LANIER AND MARK W.
MAHLER, solely with respect to the
representations and warranties made by them in
Sections 3.1(c) and 3.15(b) of this Agreement**



MELANIE S. LANIER

MARK W. MAHLER



PAUL HAMMOND

MARGUERITE L. HEISER

SOUTHERN COAST K9,
INCORPORATED

By: _____
Name: _____
Title: _____

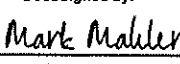
SELLERS:

ITC CAPITAL PARTNERS, LLC

By: _____
Name: _____
Title: _____

MELANIE S. LANIER AND MARK W.
MAHLER, solely with respect to the
representations and warranties made by them in
Sections 3.1(c) and 3.15(b) of this Agreement

MELANIE S. LANIER

DocuSigned by:


MARK W. MAHLER

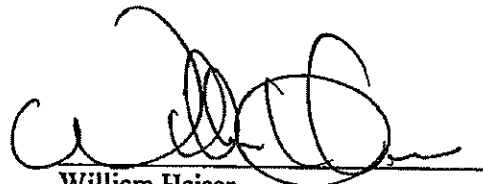


PAUL HAMMOND

MARGUERITE L. HEISER

SPOUSAL JOINDER

I, the undersigned spouse of Marguerite Heiser, by my signature below, hereby acknowledge and represent to Buyer as follows: (a) Marguerite Heiser is (i) the owner of 51% of the outstanding membership interests in Coast To Coast K9 Teams, LLC, a Florida limited liability company ("Coast to Coast") and (ii) the indirect owner of 51% of the outstanding capital stock in Southern Coast K9, Incorporated, a Florida corporation ("Southern Coast") and wholly-owned subsidiary of Coast to Coast; (b) I have no ownership interest in Coast to Coast or Southern Coast either directly or as a part of the marital estate of my spouse and me; (c) I fully consent and agree to the terms and provisions of this Agreement insofar as it may affect any interest that I might have in the membership interests or capital stock directly or indirectly owned by my spouse in Coast to Coast and Southern Coast; and (d) my spouse has the sole power and authority to execute and deliver this Agreement and sell and assign to Buyer, directly or indirectly, the membership interests and capital stock in Coast to Coast and Southern Coast, respectively, and that I will execute such additional documents as may be reasonably requested by Buyer to confirm the foregoing and to consummate the transactions contemplated by this Agreement.

A handwritten signature in black ink, appearing to read 'William Heiser', written over a horizontal line.

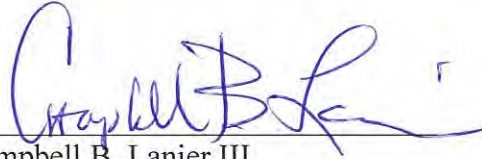
William Heiser

Spouse of Marguerite Heiser

Dated Effective: August 17, 2020

SPOUSAL JOINDER

I, the undersigned spouse of Melanie Lanier, by my signature below, hereby acknowledge and represent to Buyer as follows: (a) Melanie Lanier is (i) the owner of 14.7% of the outstanding membership interests in Coast To Coast K9 Teams, LLC, a Florida limited liability company ("Coast to Coast") and (ii) the indirect owner of 14.7% of the outstanding capital stock in Southern Coast K9, Incorporated, a Florida corporation ("Southern Coast") and wholly-owned subsidiary of Coast to Coast; (b) I have no ownership interest in Coast to Coast or Southern Coast either directly or as a part of the marital estate of my spouse and me; (c) I fully consent and agree to the terms and provisions of this Agreement insofar as it may affect any interest that I might have in the membership interests or capital stock directly or indirectly owned by my spouse in Coast to Coast and Southern Coast; and (d) my spouse has the sole power and authority to execute and deliver this Agreement and sell and assign to Buyer, directly or indirectly, the membership interests and capital stock in Coast to Coast and Southern Coast, respectively, and that I will execute such additional documents as may be reasonably requested by Buyer to confirm the foregoing and to consummate the transactions contemplated by this Agreement.



Campbell B. Lanier III
Spouse of Melanie S. Lanier
Dated Effective: August 17, 2020

SPOUSAL JOINDER

I, the undersigned spouse of Paul Hammond, by my signature below, hereby acknowledge and represent to Buyer as follows: (a) Paul Hammond is the owner of 7.5% of the outstanding membership interests in VWK9, LLC (“VWK9”) and 14% of the outstanding membership interests in Cargo Screening K9 Alliance, LLC (“CSK9”); (b) I have no ownership interest in VWK9 or CSK9 either directly or as a part of the marital estate of my spouse and me; (c) I fully consent and agree to the terms and provisions of this Agreement insofar as it may affect any interest that I might have in the membership interests owned by my spouse in VWK9 or CSK9; and (d) my spouse has the sole power and authority to execute and deliver this Agreement and sell and assign to Buyer, the membership interests in VWK9 and CSK9 and that I will execute such additional documents as may be reasonably requested by Buyer to confirm the foregoing and to consummate the transactions contemplated by this Agreement.

nicole hammond
Nicole Hammond
Spouse of Paul Hammond
Dated Effective: August 17, 2020

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

DISCLOSURE SCHEDULES

to the

PURCHASE AGREEMENT

by and among

360 SECURITY PARTNERS, LLC

JASON PINSON,

VWK9, LLC,

CARGO SCREENING K9 ALLIANCE, LLC,

COAST TO COAST K9 TEAMS, LLC,

SOUTHERN COAST K9, INCORPORATED,

ITC CAPITAL PARTNERS, LLC,

MELANIE S. LANIER AND MARK W. MAHLER,

MARGUERITE L. HEISER, AND

PAUL HAMMOND

dated as of

August 17, 2020

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

DISCLOSURE SCHEDULES

Reference is made hereby to that certain Purchase Agreement, by and among 360 Security Partners, LLC ("Buyer"), Jason Pinson ("Guarantor"), VWK9, LLC, Cargo Screening K9 Alliance, LLC, Coast to Coast K9 Teams, LLC, Southern Coast K9, Incorporated (individually "VWK9," "Cargo Screening," "Coast to Coast," or "SCK9," and collectively, the "Companies"), ITC Capital Partners, LLC ("ITC"), Marguerite L. Heiser ("Heiser"), and Paul Hammond ("Hammond") (ITC, Melanie S. Lanier, Mark W. Mahler, Hammond, and Heiser referred to collectively as the "Sellers"), dated as of August 17, 2020 (the "Agreement"). Unless the context otherwise requires, all capitalized terms used in these Disclosure Schedules and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Companies and Sellers, except as and to the extent provided in the Agreement.

Matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Disclosure Schedules. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar informational nature. The information in these Disclosure Schedules is being provided solely for the purpose of making disclosure to Buyer under the Agreement. In disclosing this information, Companies and Sellers expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed in these Disclosure Schedules.

The inclusion of any fact, item, matter, circumstance, transaction or event in these Disclosure Schedules is not deemed to be an admission or representation that the fact, item, matter, circumstance, transaction or event has a value above or below any dollar thresholds set forth in the Agreement or that any change of control, merger or similar provision in the item is triggered and such inclusion shall not be deemed an acknowledgment that such fact, item, matter, circumstance, transaction or event is required to be so disclosed pursuant to the Agreement. No disclosure in these Disclosure Schedules relating to any possible breach or violation of any agreement, law, regulation or other matter shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

The section headings in these Disclosure Schedules are for convenience of reference only and shall not be deemed to alter or affect the express description of the sections of these Disclosure Schedules as set forth in the Agreement. References herein to, and summaries or descriptions herein of, documents are qualified by such documents in their entirety. All disclosures contained herein are made as of the date of the Agreement, and their accuracy is confirmed only as of that date and not at any other time, except as set forth in the Agreement.

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.1(a) Existence; Good Standing; Authority

Entity	Type of Organization	Jurisdiction of Formation	Foreign Qualifications	Tax ID
Coast to Coast K9 Teams, LLC	Limited liability company	Florida	None	46-1672557
Southern Coast K9, Incorporated	Corporation	Florida	None	27-3253302

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.2 No Conflict; Consents

1. Shareholders of Coast to Coast K9 Teams, LLC.
 - Marguerite Heiser
 - Mark W. Mahler
 - Melanie Lanier

Coast To Coast K9 Teams, Inc.

1. SeaWorld – Written Consent required
2. Universal City Development Partners – Written Consent required
3. Pre-trained Canines & Handler Course Contract between INL / Mexico- DOS Contract #191NLE19C001 – Written Consent TBD

Southern Coast K9, Inc.

4. Agency Term Contract ATC-18-018 - State of Florida, Department of Corrections – Written Consent required
5. Canine Purchasing Agreement CW245770 - Disney Worldwide Services, Inc. – Written Consent required

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.3(a)

Financial Statements

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.3(c)

Indebtedness

1. **NONE**

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.5

Litigation

1. **NONE**

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.7(a) Employee Benefits Plans

1. Coast To Coast K9 Teams, LLC employees are afforded a monthly Health Reimbursement Allowance of \$250 provided only when employee submits out-of-pocket health expenses through People Keep for reimbursement approval.
2. Southern Coast K9, Inc. employees are afforded a monthly Health Reimbursement Allowance of \$250 provided only when employee submits out-of-pocket health expenses through People Keep for reimbursement approval.

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.8(a) Material Contracts

COAST TO COAST K9 TEAMS LLC

1. Service Order 4800347686 between Seaworld Parks & Entertainment and Coast To Coast K9 Teams, LLC effective 1/1/2020 – 12/31/2020. (2nd year contracted)
2. Purchase Agreement No 19-0747 – Canine Detection Services between Universal City Development Partners, LTD (Universal Studios) and Coast To Coast K9 Teams, LLC. Effective January 1, 2020 – December 31, 2020. (2nd year contracted)
3. Pre-trained Canines & Handler Course Contract between INL / Mexico- DOS Contract #191NLE19C001 and Coast To Coast K9 Teams, LLC. Effective September 26, 2019. Base Year September 3, 2019 – September 2, 2020 Base Year | Option Year 1 September 3, 2020 – September 2, 2021 | Option Year 2 September 3, 2021 – September 2, 2022.

SOUTHERN COST K9, INC.

1. Agency Term Contract ATC-18-018 between State of Florida, Department of Corrections and Southern Coast K9, Inc. Effective April 1, 2018 and initial term of contract will be for five years.
2. Canine Purchasing Agreement CW245770 between Disney Worldwide Services, Inc. and Southern Coast K9, Inc. effective 7/20/2018.
3. Commodity Purchase Order 20201404938 between New York City Department of Corrections and Southern Coast K9, Inc. Effective 8/29/19 through 6/30/21.

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.8(b)

Material Contracts Consents

Coast To Coast K9 Teams, Inc.

6. SeaWorld – Written Consent required
7. Universal City Development Partners – Written Consent required
8. Pre-trained Canines & Handler Course Contract between INL / Mexico- DOS Contract #191NLE19C001 - Written Consent TBD

Southern Coast K9, Inc.

9. Agency Term Contract ATC-18-018 - State of Florida, Department of Corrections – Written Consent required
10. Canine Purchasing Agreement CW245770 - Disney Worldwide Services, Inc. – Written Consent required

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

Section 3.9(a) Intellectual Property – Patents, Trademarks, and Copyrights

PATENTS

1. None

COPYRIGHTS

1. None.

UNITED STATES TRADEMARKS

Registrations:

Company/Owner	Registration Date	Registration Number	Trademark	Renewal Period
Coast to Coast K9 Teams, LLC	8/16/2016	5020651	Coast to Coast K9	8/16/2021 thru 8/16/2022
Southern Coast K9, Inc.	3/4/2014	4492824	Southern Coast K9 Incorporated	3/4/2023

Applications:

Company	Application Number	Application Date	Trademark
None			

OTHER TRADEMARKS

Registrations:

Company	Country/State	Registration Number	Registration Date	Trademark
None				

Applications:

Company	Country/State	Application Number	Application Date	Trademark
None				

DOMAINS

Company	Domains	Domain Name Registrar
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***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Coast to Coast K9 Teams, LLC	www.c2ck9.com	Wild West Domains, LLC
Southern Coast K9, Incorporated	www.southerncoastk9.com (primary)	FastDomain Inc.
Southern Coast K9, Incorporated	www.southerncoastk9.net	FastDomain Inc.
Southern Coast K9, Incorporated	www.explosivedetectiondogs.com	FastDomain Inc.
Southern Coast K9, Incorporated	www.explosivedetectiondogs.net	FastDomain Inc.
Southern Coast K9, Incorporated	www.k9detectiondogs.com	FastDomain Inc.
Southern Coast K9, Incorporated	www.k9detectionservices.com	FastDomain Inc.
Southern Coast K9, Inc.	www.k9explosivedetection.com	FastDomain Inc.
Southern Coast K9, Inc.	www.k9explosivedetection.net	FastDomain Inc.
Southern Coast K9, Inc.	www.bombdogs.us	FastDomain Inc.
Southern Coast K9, Inc.	www.drugdogs.us	FastDomain Inc.

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.9(b) Intellectual Property – Material Licenses, Sublicenses, or Other Agreements

1. NONE

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

Section 3.10 Insurance

Coverage Section	Named Insured	Policy Number	Term	Carrier
General Liability	Coast To Coast K9 Teams LLC	WCSE-CGL-0000312-01	1/28/2020 to 2021	Clear Blue Specialty Insurance Company
Excess Liability	Coast To Coast K9 Teams LLC	WCSE=CEL-0000313-01	1/28/2020 to 2021	Clear Blue Specialty Insurance
Automobile Insurance	Coast To Coast K9 Teams LLC	06177192-2		Progressive Commercial
Workers Compensation	Coast To Coast K9 Teams LLC	01BVWC0868523	3/25/2020 to 2021	Star Insurance Company
General Liability	Southern Coast K9, Inc.	WCSE-CGL-0000342-01	2/7/2020 to 2021	Clear Blue Specialty Insurance Company
Excess Liability	Southern Coast K9 Inc.	WSCE-CEL-0000343-01	2/7/2020 to 2021	Clear Blue Specialty Insurance Company
Automobile Insurance	Southern Coast K9, Inc.	52-713-698-00	2/12/2020 to 2021	Auto Owners Insurance
Workers Compensation	Southern Coast K9 Inc.	WC840-0034703-2020A	2/12/2020 to 2021	FFVA Mutual Insurance Co.

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.13

Governmental Licenses

1. See Disclosure Schedule 3.1(a).
2. Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF): License #1-FL-127-33-1L-01128.
3. Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF): License #1-FL-127-33-3A-00881.
4. Drug Enforcement Administration (DEA): Registration #RH0258322. OWNER: William Heiser
5. PortMiami Permit Certificate, Permit No. 4432 / Company Number 6320 (Coast To Coast K9 Teams, LLC)

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

Section 3.15(a) Assets

K9 Inventory / Assets		
Name	Total Canines	Total Cost
Coast to Coast INL Contract K9s	18	\$81,000
Coast to Coast Service Contract K9s	11	\$45,000
SCK9	75	\$363,500

Coast to Coast - INL Contract					
No.	Name	Chip #	Discipline	DOB	Cost
1	Baggio	276096800004125	Drug/Firearm/Currency	8/28/2018	\$4,500
2	Blitz	276096800007349	Drug/Firearm/Currency	9/18/2018	\$4,500
3	Cofi	991001002769471	Drug/Firearm/Currency	8/27/2018	\$4,500
4	Csejen	900032000469209	Drug/Firearm/Currency	9/14/2018	\$4,500
5	Eleonora	276096800005709	Drug/Firearm/Currency	3/10/2018	\$4,500
6	Erol	90182001892948	Drug/Firearm/Currency	9/14/2018	\$4,500
7	Foszi	900182000985794	Drug/Firearm/Currency	11/19/2017	\$4,500
8	Gizi	900113000422932	Drug/Firearm/Currency	9/4/2018	\$4,500
9	Grof	972274000171973	Drug/Firearm/Currency	6/3/2018	\$4,500
10	Herkules	900182001892353	Drug/Firearm/Currency	10/5/2018	\$4,500
11	Iron2	276096800019544	Drug/Firearm/Currency	10/2/2018	\$4,500
12	John	941000023567932	Drug/Firearm/Currency	4/7/2018	\$4,500
13	Kalambo	900182001879874	Drug/Firearm/Currency	11/18/2018	\$4,500
14	Kitty	991001002242190	Drug/Firearm/Currency	10/28/2018	\$4,500
15	Lord3	900182001796783	Drug/Firearm/Currency	8/23/2018	\$4,500
16	Ricko	900182001983127	Drug/Firearm/Currency	11/5/2018	\$4,500
17	Sagus	900182001741552	Drug/Firearm/Currency	4/24/2018	\$4,500
18	Trisha	276096800007809	Drug/Firearm/Currency	7/12/2018	\$4,500
				Total Due:	\$81,000

Coast to Coast - Service K9s						
NO.	NAME	CHIP #	DISCIPLINE	DOB	Cost	Assignment
1	Ali	966000002041980	Bomb	6/6/2014	\$4,500	Universal Studios
2	Bady	967000009554307	Bomb	12/15/2012	\$4,500	Port

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

3	Blank	941000023858116	Bomb	2/1/2018	\$4,500	Port
4	Ejha	953000010088587	Bomb	2/12/2014	\$4,500	Port
5	Gabi	941000016094095	Bomb	10/20/2013	\$4,500	Port
7	Lili	968000010245420	Bomb	1/4/2015	\$4,500	Port
8	Odin	900182001403659	Bomb	8/21/2017	\$4,500	Port
9	Ruskan	981189900047654	Bomb	10/8/2013	\$4,500	Port
10	Swieto	945000001929102	Drug	4/18/2017	\$4,500	Port
11	Terry	991001000423447	Bomb	6/21/2015	\$4,500	Universal Studios
				Total	\$45,000	

SCK9					
NO.	NAME	CHIP #	DISCIPLINE	DOB	Cost
1	Chuck	900182001836056	Bomb	12/20/2018	\$4,500
2	Cigo	941000024471975	Bomb	10/10/2018	\$4,500
3	Diesel	276096800016569	Bomb	11/13/2018	\$4,500
4	Eron	900182001533788	Bomb	3/15/2017	\$4,500
5	Fero	276096800004786	Bomb	10/20/2018	\$4,500
6	Flip	941000023682411	Bomb	7/26/2018	\$4,500
7	Flocky	276096800007610	Bomb	3/12/2019	\$4,500
8	Furius	941000024232371	Bomb	10/31/2018	\$4,500
9	Grisa	941000024471978	Bomb	10/10/2018	\$4,500
10	Joker	276096800019315	Bomb	11/28/2018	\$4,500
11	Keiko	941000024471918	Bomb	9/23/2018	\$4,500
12	Koko	900182001830787	Bomb	1/14/2019	\$4,500
13	Lucky	990000003348811	Bomb	1/5/2019	\$4,500
14	Nelli	900079000530562	Bomb	12/2/2018	\$4,500
15	Nico II	941000024472081	Bomb	10/13/2018	\$4,500
16	Replay	276096800008062	Bomb	11/5/2018	\$4,500
17	Rex	900015637873841	Bomb	4/10/2017	\$4,500
18	Rocco	941000024468030	Bomb	1/12/2019	\$4,500
19	Senna	191100002019440	Bomb	9/4/2018	\$4,500
20	Senor	276096800007073	Bomb	9/21/2018	\$4,500
21	Sonora	941000023858084	Bomb	6/9/2017	\$4,500
22	Sony	900182001979893	Bomb	9/1/2018	\$4,500
23	Steffy	978101081076794	Bomb	7/25/2016	\$4,500

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

24	Zoran	941000024472092	Bomb	6/25/2019	\$4,500
25	Aks	191035000049657	Drug	4/5/2017	\$4,500
26	Bobo II	276096800008705	Drug	9/18/2018	\$4,500
27	Bolo III	276096800016981	Drug	12/2/2018	\$4,500
28	Bruno	900182001929420	Drug	6/10/2018	\$4,500
29	Crazy	276096800003015	Drug	11/24/2017	\$4,500
30	Dingo	276096800016437	Drug	6/20/2016	\$4,500
31	Eric	941000024471979	Drug	1/12/2019	\$4,500
32	Erica	276096800004415	Drug	11/23/2018	\$4,500
33	Falcon	941000024232645	Drug	2/6/2019	\$4,500
34	Gajes	528140000734432	Drug	9/26/2018	\$4,500
35	Gyuri	276096800015384	Drug	9/15/2018	\$4,500
36	Kent	900005761112561	Drug	3/9/2018	\$4,500
37	Lester	941000024232265	Drug	1/2/2019	\$4,500
38	Looser	941000024232282	Drug	8/12/2018	\$4,500
39	Lotti	972274001240301	Drug	3/10/2019	\$4,500
40	Lui	941000024472090	Drug	1/10/2019	\$4,500
41	Maki	276096800016767	Drug	8/20/2019	\$4,500
42	Matyi	939000010989795	Drug	2/10/2018	\$4,500
43	Maya	941000024232386	Drug	1/5/2019	\$4,500
44	Mex	900085000290958	Drug	2/10/2019	\$4,500
45	Mufurc	990000002612606	Drug	9/5/2017	\$4,500
46	Nico III	276096800019231	Drug	6/21/2019	\$4,500
47	Szoccke	900032000469210	Drug	9/9/2018	\$4,500
48	Tobi	990000003361581	Drug	12/3/2018	\$4,500
49	Topi	276096800012605	Drug	3/2/2019	\$4,500
50	Turbo 2	961000024472071	Drug	4/5/2019	\$4,500
51	Viktor	900182002018301	Drug	10/9/2018	\$4,500
52	Alfa	276096800016637	Dual	6/20/2019	\$6,000
53	Apacs	276096800007716	Dual	10/16/2018	\$6,000
54	Benz	276096800015121	Dual	10/15/2018	\$6,000
55	Bill	276096800010233	Dual	4/5/2018	\$6,000
56	Conor	276096800004430	Dual	2/17/2019	\$6,000
57	Dini	276096800019467	Dual	12/26/2018	\$6,000
58	Duke	981100000377699	Dual	9/20/2017	\$6,000
59	Ficsur	900182001979791	Dual	11/15/2018	\$6,000

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

60	Neptun	990000003361592	Dual	12/3/2018	\$6,000
61	Nudli	276096800016689	Dual	5/8/2017	\$6,000
62	Rej	616093900715336	Dual	6/12/2019	\$6,000
63	Rex	276096800019342	Dual	2/18/2019	\$6,000
64	Rofi	276096800016704	Dual	4/16/2018	\$6,000
65	Schulz	276096800010318	Dual	4/8/2019	\$6,000
66	Shoper	941000024232293	Dual	9/25/2018	\$6,000
67	Tibcsi	276096800016806	Dual	11/22/2018	\$6,000
68	Tigi	276096800019089	Dual	9/1/2018	\$6,000
69	Turbo	941000024472032	Dual	5/20/2019	\$6,000
70	Vectra	276096800016077	Dual	3/9/2019	\$6,000
71	Vezer	276096800010754	Dual	11/8/2018	\$6,000
72	Hetty	276096800016437	Single	6/1/2017	\$3,500
73	Larry	941000024232183	Single	4/10/2019	\$3,500
74	Lucky	941000024232179	Single	3/1/2019	\$3,500
75	Roger	941000024231097	Single	10/18/2018	\$3,500
				Total	\$363,500

COAST TO COAST GENERAL INVENTORY

Coast to Coast - VEHICLES

Year	ITEM	Vin	Quantity	Price	Value
2013	Ford E350 Van	1FBNE3BL4DDB06339	1	\$ 20,731.00	\$ 8,000.00
2018	Ford Trans Van	NMOLS7E73J1367747	1	\$ 26,235.00	\$ 20,000.00
2017	Promaster 3500	3C6URVJG5HE511519	1	\$ 47,000.00	\$ 40,000.00
2015	Ford E450 Shuttle Bus	1FDXE4FS1FDA07004	1	\$ 21,866.00	\$ 25,000.00
2014	Kawasaki ATV	JK1AFCM17EB514943	1	\$ 9,151.00	\$ 5,000.00
2014	6 Dog Cargo Trailer	5E2B10828E1050598	1	\$ 8,995.00	\$ 5,000.00
2017	Utility Trailer	1YGUS1211HB158341	1	\$ 3,448.00	\$ 1,500.00
Coast to Coast - TOTAL VEHICLES					\$ 104,500.00

**Coast to Coast - INL
TRAINING BUILDING**

Location	Item	Description	Quantity	Est Price	Value
	Air Conditioning Units		4	\$ 1,200.00	\$ 1,200.00
	Classroom Tables		9	\$ 80.00	\$ 720.00
	Storage Cabinet		1	\$ 525.00	\$ 525.00
	Computer Table		1	\$ 36.00	\$ 36.00

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

	Trash Can		1	\$ 31.00	\$ 31.00
	Television		1	\$ 200.00	\$ 200.00
	Dry Eraser Board		1	\$ 48.00	\$ 30.00
	Canine Muzzles		53	\$ 30.00	\$ 1,590.00
	K9 Water/Food Bowls - Metal		64	\$ 4.00	\$ 256.00
	6 Ft. Leather Leads		62	\$ 26.00	\$ 1,612.00
	Bite Sticks		11	\$ 20.00	\$ 220.00
	Water Bottle Nozzles		40	\$ 9.00	\$ 360.00
	K9 Collars	20" Nylon Black	65	\$ 10.00	\$ 650.00
	Kong on Rope	Black	16	\$ 14.00	\$ 224.00
	Name Tags (Packs)		2	\$ 9.00	\$ 18.00
2020	Pressure Washers	Pro Prof Honda GX390	2	\$ 3,000.00	\$ 6,000.00
Coast to Coast - TOTAL INL TRAINING					\$ 13,672.00

**Coast to Coast -
ADMINISTRATION**

	Item	Description	Quantity	Price	Value
	All In One Computers		1	\$ 800.00	\$ 800.00
	Office Desks		1	\$ 150.00	\$ 150.00
	Office Desks Risers		3	\$ 110.00	\$ 330.00
	Wood Office Desk With Hutch		1	\$ 1,080.00	\$ 1,080.00
	Wood Desk with Double Drawers		1	\$ 880.00	\$ 880.00
	Desk Chair		3	\$ 65.00	\$ 195.00
	Small File Cabinet		1	\$ 94.00	\$ 94.00
	Heavy Duty Storage Cabinet		2	\$ 525.00	\$ 1,050.00
	Small Heavy Duty Storage Cabinets		1	\$ 400.00	\$ 400.00
	Storage Cabinet		1	\$ 145.00	\$ 145.00
Coast to Coast - TOTAL ADMINISTRATION					\$ 5,124.00

SCK9 GENERAL INVENTORY

SCK9 VEHICLES

Year	Item	Vin	Quantity	Price	Value
2011	Ford E250 Van	1FTNS2EW4BOA15105	1	\$ 13,096.00	\$ 3,500.00
2009	Chevrolet Express 25	1GCGG25C891125277	1	\$ 10,000.00	\$ 3,500.00

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

2008	Ford Freestyle	1FMDK02187GA28658	1	\$ 3,000.00	\$ 3,000.00
2014	Dodge Charger	2C3CDXATX#H348382	1	\$ 2,500.00	\$ 2,500.00
2015	147 KG Carry On Trailer	4YMUL0714FG051442	1	\$ 2,000.00	\$ 2,000.00
2011	AMPI Trailer	1A99EE2027AD853345	1	\$ 2,455.00	\$ 1,500.00
2014	HRTV 6 Dog Trailer	5E2B10827E1060253	1	\$ 8,500.00	\$ 5,000.00
2005	AARR TV 26' Trailer	47CTA3M275L113455	1	\$ 2,130.00	\$ 1,500.00
2011	ALAL 10 Dog Trailer	1YGUS1625BB066370	1	\$ 14,000.00	\$ 10,000.00
SCK9 - TOTAL VEHICLES					\$ 32,500.00

SCK9 KENNELS

	Item	Description	Quantity	Price	Value
		Kennels	108	\$ 108,000.00	\$ 86,400.00
SCK9 - TOTAL KENNELS					\$ 86,400.00

**SCK9 TRAINING
BUILDINGS**

	Item	Description	Quantity	Price	Value
	Kong w/ Rope		10	\$ 13.95	\$ 139.00
	Kong w/o Rope		10	\$ 12.95	\$ 129.00
	Yellow Ball w/Rope		5	\$ 12.95	\$ 65.00
	Out Sticks		11	\$ 19.95	\$ 220.00
	Collars	18" Nylon	22	\$ 10.00	\$ 220.00
	Collars	20" Nylon	21	\$ 10.00	\$ 210.00
	Collars	22" Nylon	17	\$ 10.00	\$ 170.00
	Collars	24" Nylon	13	\$ 10.00	\$ 130.00
	Choke Collars	20" Stainless Steel	4	\$ 12.00	\$ 48.00
	Choke Collars	22" Stainless Steel	9	\$ 12.00	\$ 108.00

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

	Choke Collars	24" Stainless Steel	3	\$ 12.00	\$ 36.00
	Pinch Collar	23"	7	\$ 40.00	\$ 280.00
	Pinch Collar	25"	3	\$ 40.00	\$ 120.00
	Fox 40 Whistle		7	\$ 8.00	\$ 56.00
	Nail Clippers		9	\$ 10.00	\$ 90.00
	6 Ft. Leather Leads		20	\$ 25.00	\$ 500.00
	6 Ft. Nylon Leads		2	\$ 12.95	\$ 25.90
	15 Ft Nylon Lead		4	\$ 10.00	\$ 40.00
	Undercoat Rake		4	\$ 12.00	\$ 48.00
	Furminator		5	\$ 40.00	\$ 200.00
	Drug Pouches	Small	24	\$ 10.00	\$ 240.00
	Scent Detection Boxes	Tennis Balls	3	\$ 325.00	\$ 975.00
	Scent Detection Boxes	Kongs	2	\$ 325.00	\$ 650.00
	Pressure Washer Wheels		4	\$ 27.00	\$ 108.00
	Pressure Washer Hose		3	\$ 49.00	\$ 147.00
	Pressure Washer Sprayer		2	\$ 19.00	\$ 38.00
	Pressure Washer Wands		2	\$ 45.00	\$ 90.00
	Dremel		2	\$ 85.00	\$ 170.00
	Slicker Brush		2	\$ 7.00	\$ 14.00
	Toothbrushes (50 Count)		2	\$ 55.00	\$ 110.00
	Training Furniture	Variety of Pieces		\$ 8,000.00	\$ 8,000.00
	Explosive Bunker		1	\$ 4,500.00	\$ 4,500.00
	Explosive Bunker		1	\$ 800.00	\$ 800.00

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

	Refrigerators		2	\$ 200.00	\$ 200.00
	Microwave		1	\$ 100.00	\$ 100.00
	Classroom Chairs		10	\$ 17.00	\$ 170.00
	Desk Chairs		1	\$ 53.00	\$ 53.00
	Pressure Washers	Pro Eagle - Honda GX390	3	\$ 3,657.00	\$ 10,971.00
	Bark Collars	Dogtra NO Bark Collar	48	\$ 90.00	\$ 4,320.00
	Bite Suits	Demanet	2	\$ 2,000.00	\$ 4,000.00
	Bite Sleeves		4	\$ 125.00	\$ 500.00
	Used Bite Sleeves		4	\$ 75.00	\$ 300.00
	Rubber Arm		1	\$ 180.00	\$ 180.00
	Rubber Leg		1	\$ 250.00	\$ 250.00
	Whips		2	\$ 20.00	\$ 40.00
	Blank Gun		1	\$ 200.00	\$ 200.00
	E-Collar		1	\$ 250.00	\$ 250.00
	Boobie Trap - Exp	Tripwire	1	\$ 1,000.00	\$ 1,000.00
	Safe - Elite	Utilized for Drug Storage	1	\$ 850.00	\$ 850.00
	Safes	Utilized for Drug Storage	2	\$ 510.00	\$ 1,020.00
	K9 Travel Crates	400 & 500 Crates	200	\$ 75.00	\$ 15,000.00
SCK9 - TOTAL TRAINING BUILDINGS					\$ 58,080.90

SCK9 ADMINISTRATION

	Item	Description	Quantity	Price	Value
	Office HP Computer		1	\$ 800.00	\$ 800.00
	Office Dell Computer		1	\$ 800.00	\$ 800.00
	Office Desks		2	\$ 150.00	\$ 300.00

Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated

	Desk Chairs		2	\$ 65.00	\$ 130.00
	Small Storage Cabinets		2	\$ 145.00	\$ 290.00
	Heavy Duty Storage Cabinets		2	\$ 500.00	\$ 1,000.00
	Mini Frigidaire		1	\$ 280.00	\$ 280.00
	Keurig Coffee Maker		1	\$ 99.00	\$ 99.00
	Nikon Camera		1	\$ 600.00	\$ 600.00
	Audio Projector		1	\$ 600.00	\$ 600.00
	GoPro Hero 4		1	\$ 325.00	\$ 325.00
	Lap Top		2	\$ 800.00	\$ 1,600.00
	Manual Binder Machine		1	\$ 400.00	\$ 400.00
	K9 Chip Reader		1	\$ 150.00	\$ 150.00
	Label Maker		1	\$ 35.00	\$ 35.00
SCK9 - TOTAL ADMINISTRATION					\$ 7,409.00

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.15(b) Ownership Interest

Entity	Ownership
Coast to Coast K9 Teams, LLC	51% by Marguerite L. Heiser 34.4% by Mark Mahler 14.6% by Melanie Lanier
Southern Coast K9, Incorporated	100% by Coast to Coast K9 Teams, LLC

***Disclosure Schedules of:
Coast to Coast K9 Teams, LLC and Southern Coast K9, Incorporated***

Section 3.15(c) Preemptive Rights, Options, Warrants

1. None.

***Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC***

DISCLOSURE SCHEDULES

to the

PURCHASE AGREEMENT

by and among

360 SECURITY PARTNERS, LLC

JASON PINSON,

VWK9, LLC,

CARGO SCREENING K9 ALLIANCE, LLC,

COAST TO COAST K9 TEAMS, LLC,

SOUTHERN COAST K9, INCORPORATED,

ITC CAPITAL PARTNERS, LLC,

MELANIE S. LANIER AND MARK W. MAHLER,

MARGUERITE L. HEISER, AND

PAUL HAMMOND,

dated as of

August 18th, 2020

***Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC***

DISCLOSURE SCHEDULES

Reference is made hereby to that certain Purchase Agreement, by and among 360 Security Partners, LLC (“Buyer”), Jason Pinson (“Guarantor”), VWK9, LLC, Cargo Screening K9 Alliance, LLC, Coast to Coast K9 Teams, LLC, Southern Coast K9, Incorporated (individually “VWK9,” “Cargo Screening,” “Coast to Coast,” or “SCK9,” and collectively, the “Companies”), ITC Capital Partners, LLC (“ITC”), Marguerite L. Heiser (“Heiser”), and Paul Hammond (“Hammond”) (ITC, Melanie S. Lanier, Mark W. Mahler, Hammond, and Heiser referred to collectively as the “Sellers”), dated as of 18 August, 2020 (the “Agreement”). Unless the context otherwise requires, all capitalized terms used in these Disclosure Schedules and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Companies and Sellers, except as and to the extent provided in the Agreement.

Matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Disclosure Schedules. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar informational nature. The information in these Disclosure Schedules is being provided solely for the purpose of making disclosure to Buyer under the Agreement and is subject to the terms of that certain Non-Disclosure and Confidentiality Agreement by and between the parties dated as of July 11, 2020. In disclosing this information, Companies and Sellers expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed in these Disclosure Schedules.

The inclusion of any fact, item, matter, circumstance, transaction or event in these Disclosure Schedules is not deemed to be an admission or representation that the fact, item, matter, circumstance, transaction or event has a value above or below any dollar thresholds set forth in the Agreement or that any change of control, merger or similar provision in the item is triggered and such inclusion shall not be deemed an acknowledgment that such fact, item, matter, circumstance, transaction or event is required to be so disclosed pursuant to the Agreement. No disclosure in these Disclosure Schedules relating to any possible breach or violation of any agreement, law, regulation or other matter shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

The section headings in these Disclosure Schedules are for convenience of reference only and shall not be deemed to alter or affect the express description of the sections of these Disclosure Schedules as set forth in the Agreement. References herein to, and summaries or descriptions herein of, documents are qualified by such documents in their entirety. All disclosures contained herein are made as of the date of the Agreement, and their accuracy is confirmed only as of that date and not at any other time, except as set forth in the Agreement.

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.1(a) Existence; Good Standing; Authority

Entity	Type of Organization	Jurisdiction of Formation	Foreign Qualifications	Tax ID
VWK9, LLC	Limited liability company	Delaware	Alabama, Nevada, Georgia, North Carolina, New York, California, Illinois, Maryland, Indiana, Iowa, Pennsylvania, Mississippi, New Jersey, Missouri, Arizona	81-4944587
Cargo Screening K9 Alliance, LLC	Limited liability company	Delaware	California, Hawaii, Alabama, Texas, Indiana, Florida, Illinois, Georgia, Michigan, Virginia, Oregon, Washington, Alaska, Colorado, New Jersey, Kentucky, Pennsylvania	82-4703975
iK9 Holding Co., LLC	Limited liability company	Alabama	None	46-1558310
ITC Capital Partners, LLC	Limited liability company	Delaware	Georgia	46-4345988

***Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC***

Section 3.2 No Conflict; Consents

1. Written Consent Required: Facilities, Equipment and Intellectual Property License Agreement dated August 15, 2013 between Auburn Research and Technology Foundation and iK9 Holding Co., LLC.
 - a. Exhibit A – Lease dated December 12, 2000 by and between Auburn University and Anniston-Calhoun County Fort McClellan Development Joint Power Authority.
 - b. Exhibit B – Equipment Schedule
 - c. Exhibit C – Intellectual Property list
 - d. Exhibit D – Unsecured Promissory Note
 - e. Exhibit E – Fleet Safety Policy
2. Written Consent Required: Independent Contractor Agreement between dated January 21, 2020 between Braves Stadium Company, LLC and ITC Security Partners, LLC d/b/a VWK9, LLC.
3. Written Consent Required: Blanket Purchase Agreement dated December 21, 2015 between Disney Worldwide Services, LLC and American K-9 Detection Services, LLC, Contract No.: CW160288.
4. Written Consent Required: Agreement for the Provision of Vapor Wake Canines for the New York City Police Department, PIN #05616SPEX110, with the City of New York acting through its Police Department and American K-9 Detection Services, LLC (AMK9) with a contract term effective date beginning November 20, 2015 (Original Agreement).
 - a. Amendment #1 to PIN #05616SPEX110 to the Original Agreement whereby services for an additional trainer were added and the contract value was increased in accordance with revised AMK9 contract pricing quote dated June 20, 2017.
 - b. Amendment #2 to the Agreement for Vapor Wake® Canines, PIN #05616SPEX110, by and between the City of New York and VWK9, LLC effective June 23, 2017.
 - c. Third Amendment to PIN #05616SPEX110 by and between the City of New York, AMK9, and VWK9, LLC effective January 10, 2018 whereby AMK9 assigned with New York's consent the Original Agreement and its amendments to VWK9, LLC (Assignment Agreement).
 - d. Amendment #1 to the Assignment Agreement by and between the City of New York acting through its Police Department and VWK9, LLC dated July 22, 2019.
5. Written Consent Required: Master Services Agreement dated June 6, 2018 by and between Olympia Entertainment Events Center, LLC and VWK9, LLC and Work Orders #1, #2, and #3.
6. Written Consent Required: National Railroad Passenger Corporation (AMTRAK) Services Contract Number BPO1003782 dated July 25, 2017 by and between VWK9, LLC d/b/a Vapor Wake and the National Railroad Passenger Corporation.
 - a. AMTRAK Contract Documents to Contract Number BPO1003782.
 - b. AMTRAK Purchase Order #2500122152 dated March 23, 2017.
 - c. AMTRAK Purchase Order #2500119219 dated February 2, 2017.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

7. Written Consent Required in Work Orders: Service Agreement dated September 5, 2018 by and between Able Freight Services, LLC and Cargo Screening K9 Alliance, LLC.
 - a. Amendment 1 to Services Agreement dated October 18, 2019.
 - b. Amendment 2 to Services Agreement dated December 10, 2019.
8. Written Consent Required: Services Agreement dated July 1, 2019 between LATAM Airlines Group S.A. and Cargo Screening K9 Alliance, LLC.
9. Written Consent Required: This Master Services Agreement dated January 20, 2020 by and between Cargo Screening K9 Alliance, LLC and MAPCARGO Global Logistics.
10. Written Consent Required: Master Services Agreement dated July 19, 2019 by and between Cargo Screening K9 Alliance, LLC and Agility Logistics Integrated Logistics. Attachment A: Work Order No. 1 dated July 19, 2019 establishing 30-day Certified Cargo Security Program-Canine compliant pilot program at Agility's screening facilities located at its Los Angeles-based facility.
 - a. First Amendment dated August 21, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Global Integrated Logistics dated July 22, 2019 amending Section 5.1 of Amendment A: Work Order No. 1 to extend the initial 30-day trial period an additional 30 days.
 - b. Second Amendment dated October 16, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Global Integrated Logistics dated July 22, 2019.
 - i. Attachment A: Work Order No. 2 dated October 16, 2019 establishing a 30-day trial period from November 1, 2019 to November 30, 2019 at Agility's Chicago International Airport facility.
11. Written Consent Required: Master Services Agreement dated October 1, 2019 by and between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp. Attachment A: Work Order No. 1 dated October 1, 2019 establishing a one-year term at Agility screening facilities located at its Los Angeles-based facility.
 - a. Third Amendment dated December 2, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp. dated October 1, 2019.
 - i. Attachment B: Work Order 2 dated December 1, 2019 establishing a one-year term at Agility's Chicago International Airport facility beginning December 1, 2019.
 - b. Fourth Amendment dated February 11, 2020 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp. dated October 1, 2019.
 - i. Attachment B: Work Order 3 dated February 11, 2020 establishing a 30-day pilot program from February 24, 2020 to March 24, 2020 at Agility's Atlanta International Airport facility.
12. Written Consent Required: Master Services Agreement dated July 10, 2020 between Aero Port Services, LLC and Cargo Screening K9 Alliance, LLC.
 - a. Work Order 1 LAX effective July 13, 2020.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

13. Written Consent Required: Master Service Agreement effective January 1, 2020 between Caesars Enterprise Services, LLC and VWK9, LLC.
14. Shareholders of ITC Capital Partners, LLC.
15. Shareholders of VWK9, LLC.
16. Shareholders of Cargo Screening K9 Alliance, LLC.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.3(a)

Financial Statements

***Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC***

Section 3.3(c) Indebtedness

<u>Party</u>	<u>Type of Debt</u>	<u>Holder</u>	<u>Description</u>
iK9 Holding Co., LLC	Unsecured Promissory Note	Auburn Research and Technology Foundation	Licensee fee owed to Auburn Research and Technology Foundation for the Facilities, Equipment and Intellectual property License dated August 15, 2013.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.5

Litigation

1. CSK9 received a letter from an attorney for Kendrick Jessie, a former employee of Able Freight, alleging Mr. Jessie was bit by a CSK9 canine on or about July 24, 2019. The letter requested insurance information for CSK9 and contact from a representative of the insurance company. The claims examiner has contacted the attorney's firm. Not suit has been filed against CSK9 as of August 10, 2020.
2. Aegis Defense Services, LLC, doing business as GardaWorld Federal Services ("GWFS") sent a letter dated July 22, 2020 alleging VWK9, CSK9, and ITC may have violated a Mutual Non-Disclosure Agreement by and between ITC and GWFS dated April 25, 2019; and a Non-Disclosure Agreement by and between VWK9 and GWFS dated September 18, 2017. VWK9, CSK9, and ITC each sent letters to GWFS in response. Not suit has been filed against VWK9, CSK9, or ITC as of August 10, 2020.

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC****Section 3.7(a)****Employee Benefits Plans**

1. VWK9, LLC employees are afforded health, dental, and vision insurance coverage as described in the table below.
2. Cargo Screening K9 Alliance, LLC employees are afforded health, dental, and vision insurance coverage as described in the table below.

Plan*	Benefit
Medical Plan	• BCBS of Alabama/High Deductible and Low Deductible Plan • In-Network and Out-of-Network Coverage available for most services • Coverage offered to Employee & Dependents
Dental Plan	Metropolitan Life/Coverage offered to Employee & Dependents
Vision Plan	Metropolitan Life/Coverage offered to Employee & Dependents
Group Term Life Insurance	Lincoln Financial/2 x Base Salary/Policy Maximum is \$300,000
Voluntary Life Insurance	Offered for Spouse and Children/Spouse Coverage dependent upon employee coverage
Short Term/Long Term Disability Insurance	Company Paid Benefit for regular full-time employees based upon eligibility requirements.
401(k) Plan	• 50% match on up to 4% of eligible earnings • 100% vested at 2 years' service provided employee has met "hours worked" requirements • New employees eligible the first day of the calendar quarter following 30 days of service.
* Health Benefits are effective the first day of the month following 30 days of service, based upon eligibility requirements and timely enrollment.	

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.8(a) Material Contracts

1. Facilities, Equipment and Intellectual Property License Agreement dated August 15, 2013 between Auburn Research and Technology Foundation and iK9 Holding Co., LLC.
 - a. Exhibit A – Lease dated December 12, 2000 by and between Auburn University and Anniston-Calhoun County Fort McClellan Development Joint Power Authority.
 - b. Exhibit B – Equipment Schedule
 - c. Exhibit C – Intellectual Property list
 - d. Exhibit D – Unsecured Promissory Note
 - e. Exhibit E – Fleet Safety Policy
2. Independent Contractor Agreement between dated January 21, 2020 between Braves Stadium Company, LLC and ITC Security Partners, LLC d/b/a VWK9, LLC.
3. Blanket Purchase Agreement dated December 21, 2015 between Disney Worldwide Services, LLC and American K-9 Detection Services, LLC, Contract No.: CW160288.
4. Services Agreement dated July 25, 2019 by and between Noblesville Schools and VWK9, LLC.
5. Agreement for the Provision of Vapor Wake Canines for the New York City Police Department, PIN #05616SPEX110, with the City of New York acting through its Police Department and American K-9 Detection Services, LLC (AMK9) with a contract term effective date beginning November 20, 2015 (Original Agreement).
 - a. Amendment #1 to PIN #05616SPEX110 to the Original Agreement whereby services for an additional trainer were added and the contract value was increased in accordance with revised AMK9 contract pricing quote dated June 20, 2017.
 - b. Amendment #2 to the Agreement for Vapor Wake® Canines, PIN #05616SPEX110, by and between the City of New York and VWK9, LLC effective June 23, 2017.
 - c. Third Amendment to PIN #05616SPEX110 by and between the City of New York, AMK9, and VWK9, LLC effective January 10, 2018 whereby AMK9 assigned with New York's consent the Original Agreement and its amendments to VWK9, LLC (Assignment Agreement).
 - d. Amendment #1 to the Assignment Agreement by and between the City of New York acting through its Police Department and VWK9, LLC dated July 22, 2019..
6. Master Services Agreement dated June 6, 2018 by and between Olympia Entertainment Events Center, LLC and VWK9, LLC and Work Orders #1, #2, and #3.
7. Purchase Order Number CARDS-13469 dated August 1, 2017 between the St. Louis Cardinals, LLC and VWK9, LLC
 - a. Attachment to Purchase Order #CARDS-13469.
 - b. Continuation of Contract & Price Reduction of Purchase Order CARDS-13469 between the St. Louis Cardinals, LLC and VWK9, LLC effective February 1, 2020.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

8. National Railroad Passenger Corporation (AMTRAK) Services Contract Number BPO1003782 dated July 25, 2017 by and between VWK9, LLC d/b/a Vapor Wake and the National Railroad Passenger Corporation.
 - a. AMTRAK Contract Documents to Contract Number BPO1003782.
 - b. AMTRAK Purchase Order #2500122152 dated March 23, 2017.
 - c. AMTRAK Purchase Order #2500119219 dated February 2, 2017.
9. Service Agreement dated May 6, 2020 by and between Able Freight Services, LLC and Cargo Screening K9 Alliance, LLC.
10. Service Agreement dated September 5, 2018 by and between Able Freight Services, LLC and Cargo Screening K9 Alliance, LLC.
 - a. Amendment 1 to Services Agreement dated October 18, 2019.
 - b. Amendment 2 to Services Agreement dated December 10, 2019.
11. Services Agreement dated July 1, 2019 between LATAM Airlines Group S.A. and Cargo Screening K9 Alliance, LLC.
 - a. Amendment 1 to Services Agreement effective August 1, 2019.
 - b. Amendment 2 to Services Agreement effective April 25, 2020.
12. This Master Services Agreement dated January 20, 2020 by and between Cargo Screening K9 Alliance, LLC and MAPCARGO Global Logistics.
 - a. Work Order 1 LAX effective January 20, 2020.
13. Master Services Agreement dated August 9, 2019 by and between StratAir, LLC and Cargo Screening K9 Alliance, LLC.
 - a. Work Order 1 MIA effective August 9, 2019.
14. Agility Logistics Corp and Agility Logistics Integrated Logistics
 - a. Master Services Agreement dated July 19, 2019 by and between Cargo Screening K9 Alliance, LLC and Agility Logistics Integrated Logistics.
 - i. Attachment A: Work Order No. 1 dated July 19, 2019 establishing 30-day Certified Cargo Security Program-Canine compliant pilot program at Agility's screening facilities located at its Los Angeles-based facility.
 - b. First Amendment dated August 21, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Global Integrated Logistics dated July 22, 2019 amending Section 5.1 of Amendment A: Work Order No. 1 to extend the initial 30-day trial period an additional 30 days.
 - c. Second Amendment dated October 16, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Global Integrated Logistics dated July 22, 2019.
 - ii. Attachment A: Work Order No. 2 dated October 16, 2019 establishing a 30-day trial period from November 1, 2019 to November 30, 2019 at Agility's Chicago International Airport facility.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

- d. Master Services Agreement dated October 1, 2019 by and between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp.
 - iii. Attachment A: Work Order No. 1 dated October 1, 2019 establishing a one-year term at Agility screening facilities located at its Los Angeles-based facility.
 - e. Third Amendment dated December 2, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp. dated October 1, 2019.
 - i. Attachment B: Work Order 2 dated December 1, 2019 establishing a one-year term at Agility's Chicago International Airport facility beginning December 1, 2019.
 - f. Fourth Amendment dated February 11, 2020 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp. dated October 1, 2019.
 - i. Attachment B: Work Order 3 dated February 11, 2020 establishing a 30-day pilot program from February 24, 2020 to March 24, 2020 at Agility's Atlanta International Airport facility.
15. Master Services Agreement dated July 10, 2020 between Aero Port Services, LLC and Cargo Screening K9 Alliance, LLC
- a. Work Order 1 LAX effective July 13, 2020.
16. Master Service Agreement effective January 1, 2020 between Caesars Enterprise Services, LLC and VWK9, LLC.
17. Canine Screening Service Level Agreement dated September 1, 2020 between United Parcel Service Co. and Cargo Screening K9 Alliance, LLC.

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.8(b)

Material Contract Consents

1. Written Consent Required: Facilities, Equipment and Intellectual Property License Agreement dated August 15, 2013 between Auburn Research and Technology Foundation and iK9 Holding Co., LLC.
 - a. Exhibit A – Lease dated December 12, 2000 by and between Auburn University and Anniston-Calhoun County Fort McClellan Development Joint Power Authority.
 - b. Exhibit B – Equipment Schedule
 - c. Exhibit C – Intellectual Property list
 - d. Exhibit D – Unsecured Promissory Note
 - e. Exhibit E – Fleet Safety Policy
2. Written Consent Required: Independent Contractor Agreement between dated January 21, 2020 between Braves Stadium Company, LLC and ITC Security Partners, LLC d/b/a VWK9, LLC.
3. Written Consent Required: Blanket Purchase Agreement dated December 21, 2015 between Disney Worldwide Services, LLC and American K-9 Detection Services, LLC, Contract No.: CW160288.
4. Written Consent Required: Agreement for the Provision of Vapor Wake Canines for the New York City Police Department, PIN #05616SPEX110, with the City of New York acting through its Police Department and American K-9 Detection Services, LLC (AMK9) with a contract term effective date beginning November 20, 2015 (Original Agreement).
 - a. Amendment #1 to PIN #05616SPEX110 to the Original Agreement whereby services for an additional trainer were added and the contract value was increased in accordance with revised AMK9 contract pricing quote dated June 20, 2017.
 - b. Amendment #2 to the Agreement for Vapor Wake® Canines, PIN #05616SPEX110, by and between the City of New York and VWK9, LLC effective June 23, 2017.
 - c. Third Amendment to PIN #05616SPEX110 by and between the City of New York, AMK9, and VWK9, LLC effective January 10, 2018 whereby AMK9 assigned with New York's consent the Original Agreement and its amendments to VWK9, LLC (Assignment Agreement).
 - d. Amendment #1 to the Assignment Agreement by and between the City of New York acting through its Police Department and VWK9, LLC dated July 22, 2019..
5. Written Consent Required: Master Services Agreement dated June 6, 2018 by and between Olympia Entertainment Events Center, LLC and VWK9, LLC and Work Orders #1, #2, and #3.
6. Written Consent Required: National Railroad Passenger Corporation (AMTRAK) Services Contract Number BPO1003782 dated July 25, 2017 by and between VWK9, LLC d/b/a Vapor Wake and the National Railroad Passenger Corporation.
 - a. AMTRAK Contract Documents to Contract Number BPO1003782.
 - b. AMTRAK Purchase Order #2500122152 dated March 23, 2017.
 - c. AMTRAK Purchase Order #2500119219 dated February 2, 2017.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

7. Written Consent Required in Work Orders: Service Agreement dated September 5, 2018 by and between Able Freight Services, LLC and Cargo Screening K9 Alliance, LLC.
 - a. Amendment 1 to Services Agreement dated October 18, 2019.
 - b. Amendment 2 to Services Agreement dated December 10, 2019.
8. Written Consent Required: Services Agreement dated July 1, 2019 between LATAM Airlines Group S.A. and Cargo Screening K9 Alliance, LLC.
9. Written Consent Required: This Master Services Agreement dated January 20, 2020 by and between Cargo Screening K9 Alliance, LLC and MAPCARGO Global Logistics.
10. Written Consent Required: Master Services Agreement dated July 19, 2019 by and between Cargo Screening K9 Alliance, LLC and Agility Logistics Integrated Logistics. Attachment A: Work Order No. 1 dated July 19, 2019 establishing 30-day Certified Cargo Security Program-Canine compliant pilot program at Agility's screening facilities located at its Los Angeles-based facility.
 - a. First Amendment dated August 21, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Global Integrated Logistics dated July 22, 2019 amending Section 5.1 of Amendment A: Work Order No. 1 to extend the initial 30-day trial period an additional 30 days.
 - b. Second Amendment dated October 16, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Global Integrated Logistics dated July 22, 2019.
 - a. Attachment A: Work Order No. 2 dated October 16, 2019 establishing a 30-day trial period from November 1, 2019 to November 30, 2019 at Agility's Chicago International Airport facility
11. Written Consent Required: Master Services Agreement dated October 1, 2019 by and between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp. Attachment A: Work Order No. 1 dated October 1, 2019 establishing a one-year term at Agility screening facilities located at its Los Angeles-based facility.
 - a. Third Amendment dated December 2, 2019 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp. dated October 1, 2019.
 - i. Attachment B: Work Order 2 dated December 1, 2019 establishing a one-year term at Agility's Chicago International Airport facility beginning December 1, 2019.
 - b. Fourth Amendment dated February 11, 2020 to Agreement between Cargo Screening K9 Alliance, LLC and Agility Logistics Corp. dated October 1, 2019.
 - ii. Attachment B: Work Order 3 dated February 11, 2020 establishing a 30-day pilot program from February 24, 2020 to March 24, 2020 at Agility's Atlanta International Airport facility.
12. Written Consent Required: Master Services Agreement dated July 10, 2020 between Aero Port Services, LLC and Cargo Screening K9 Alliance, LLC.
 - a. Work Order 1 LAX effective July 13, 2020.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

13. Written Consent Required: Master Service Agreement effective January 1, 2020 between Caesars Enterprise Services, LLC and VWK9, LLC.

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.9(a) Intellectual Property – Patents, Trademarks, and Copyrights

PATENTS

1. None

COPYRIGHTS

1. None.

UNITED STATES TRADEMARKS

Registrations:

Company/Owner	Registration Date	Registration Number	Trademark	Renewal Period
VWK9, LLC	9/19/2018	5496015	VW K9	6/19/2023 thru 6/19/2024
VWK9, LLC	11/12/2019	5910886	School Safety Dog	11/12/2024 thru 11/12/2025
VWK9, LLC	4/21/2020	6039069	School Safety Dog	4/21/2025 thru 4/21/2026
Cargo Screening K9 Alliance, LLC	3/27/2018	5435229	Cargo Screening K9	3/27/2023 thru 3/27/2024
Cargo Screening K9 Alliance, LLC	10/2/2018	5573669	CSK9	10/2/2023 thru 10/2/2024
ITC Capital Partners, LLC	8/11/2015	4789175	Making Your World Safer	8/11/2020 thru 8/11/2021
ITC Capital Partners, LLC	9/1/2015	4805784	U.S. Canine Biathlon	9/1/2020 thru 9/1/2021

Applications:

Company	Application Number	Application Date	Trademark
None			

OTHER TRADEMARKS

Registrations:

Company	Country/State	Registration Number	Registration Date	Trademark
None				

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

Applications:

Company	Country/State	Application Number	Application Date	Trademark
None				

DOMAINS

Company	Domains	Domain Name Registrar
VWK9, LLC	www.homeofvaporwake.com	1&1 IONOS SE
VWK9, LLC	www.vwk9.org	GoDaddy.com, LLC
VWK9, LLC	www.uscaninebiathlon.com	1&1 IONOS SE
Cargo Screening K9 Alliance, LLC	www.cargoscreeningk9.com	123-Reg Limited

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.9(b) Intellectual Property – Material Licenses, Sublicenses, or Other Agreements

1. Facilities, Equipment and Intellectual Property License Agreement dated August 15, 2013 between Auburn Research and Technology Foundation and iK9 Holding Co., LLC.

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.10**Insurance**

Coverage Section	Named Insured	Policy Number	Term	Carrier
Commercial Property,	ITC Capital Partners, LLC (VWK9, LLC and Cargo Screening K9 Alliance, LLC as an Additional Named Insured) (ITC Security Partners, Inc. as an Additional Insured for Work Comp / EL policy)	20BAPR3048SA	04/07/2020-2021	Hartford
Commercial General Liability (Premises),		20CCSON1917	05/15/2020-2021	Hartford
Commercial Auto,		20UENIQ5033	05/15/2020-2021	Hartford
Workers Compensation / Employers Liability,		20WEAF7HPU	04/07/2020-2021	Hartford
General Liability / Professional Liability (Operations)		20EMSOF8255	05/15/2020-2021	Hartford
Excess General Liability / Professional Liability (Operations)		20EMSOF8256	05/15/2020-2021	Hartford
Umbrella (over Auto, General Liability (Premises), and Employers Liability)	ITC Capital Partners, LLC (VWK9, LLC and Cargo Screening K9 Alliance, LLC as an Additional Named Insured)	20XSON1932	05/15/2020-2021	Hartford
Directors' & Officers (Primary \$5 mil limit)	Insurance coverage under ITC Capital Partners, LLC policy as a subsidiary	EK13331636	05/15/2020-2021	Scottsdale
Excess D&O (\$5 mil Excess \$5 mil)		MLXS201000005301	05/15/2020/2021	Ascot
Limits Separate from EPL and FLI)				
Employment Practices (\$3 mil Limit separate from D&O and FLI)	Insurance coverage under ITC Capital Partners, LLC policy as a subsidiary	EK13331636	05/15/2020-2021	Scottsdale
Fiduciary Liability (\$1 mil limit separate from D&O and EPL)	Insurance coverage under ITC Capital Partners, LLC policy as a subsidiary	EK13331636	05/15/2020-2021	Scottsdale
Crime (\$1 mil limit)	Insurance coverage under ITC Capital Partners, LLC policy as a subsidiary	01-340-66-83	05/15/2020-2021	AIG
Kidnap, Ransom, and Extortion (\$1 mil limit)	Insurance coverage under ITC Capital Partners, LLC policy as a subsidiary	01-340-66-80	05/15/2020-2021	AIG
Network Security (\$1 mil limit)	Insurance coverage under ITC Capital Partners, LLC policy as a subsidiary	106921482	05/15/2020-2021	Travelers

***Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC***

Section 3.13

Governmental Licenses

1. See Disclosure Schedule 3.1(a).
2. Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF): License #1-AL-015-33-2E-00688.
3. Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF): License #1-AL-015-33-0M-00674.
4. Miami-Dade international Airport, Aviation Department: Permit #PC-011030.
5. Certified Service Provider Program for Los Angeles International Airport.
6. Certificate of SAFETY Act Designation – Certified Cargo Screening Facilities-Canine (CCSF-K9): Application ID #: (F-1121-A) BQ-CSK9-CCSFK9-CSK9-001-1.
7. Registration as a Certified Cargo Screening Facility-Canine (CCSF-K9) under TSA's Third-Party Canine-Cargo Screening (3PK9-C) Program.

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.15(a) Assets

K9 Inventory/Assets		
Name	Total Canines	Total Cost
VWK9	64	\$326,400.00
CSK9	17	\$108,250.00

VWK9					
No.	Name	Chip #	Discipline	DOB	Cost
1	Colt	956000003015045	VW-F	9/18/2012	\$6,000.00
2	Sully	985112009889250	VW-F	4/26/2018	\$12,000.00
3	Don	276093420236426	VW-F	2/4/2018	\$4,000.00
4	Crash	956000007582227	VW-F	7/31/2018	\$6,000.00
5	Torch	985112009889212	VW-F	6/28/2018	\$12,000.00
6	Jack	956000007673007	VW-F	6/11/2018	\$5,000.00
7	Mila	900182001977989	Green	10/23/2018	\$5,100.00
8	Dok	191035000061899	NDD	9/2/2018	\$5,100.00
9	Flint	900182001926499	VW-F	5/9/2018	\$5,100.00
10	Larry	956000007583031	Green	7/4/2020	\$800.00
11	Tito	941000023858091	EDD	6/23/2018	\$4,300.00
12	Thanos	941000023856839	VW-F	2/15/2018	\$4,300.00
13	Feona(Luna)	900115000856152	EDD	1/17/2018	\$4,300.00
14	Juan	941000023858144	EDD	10/23/2018	\$4,300.00
15	Julio	941000023858134	VW	4/4/2018	\$4,300.00
16	Edna	941000025056034	VW	7/19/2018	\$900.00
17	Kira	94100023856811	EDD	3/25/2019	\$4,100.00
18	Kandela	941000023856890	VW	9/16/2018	\$4,100.00
19	Ruger	900057600111584	VW	6/1/2019	\$3,000.00
20	Waylon(Cole)	991001003267880	VW	4/1/2019	\$0.00
21	Rudy	956000007655165	EDD	6/1/2019	\$3,800.00
22	Kimber	981020029761301	VW	6/9/2019	\$4,500.00
23	Dixie	956000007573650	VW	7/24/2018	\$4,300.00

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

24	Ranger	956000010635820	VW	4/19/2019	\$3,000.00
25	Pecas	941000025056100	EDD	12/12/2018	\$4,400.00
26	Joaco	941000025056068	VW	2/18/2018	\$4,400.00
27	Zeus	941000025056267	RTV	12/18/2018	\$4,400.00
28	Bruno	941000025055976	RTV	2/7/2018	\$4,400.00
29	Flocky	900182001838907	Dual Purpose-Green	1/13/2019	\$7,500.00
30	Edo	900182001890819	Dual Purpose-Green	3/1/2019	\$7,500.00
31	Lea	900182001563646	EDD	12/24/2017	\$7,500.00
32	Misty	956000007600942	Breeder	5/11/2018	\$4,000.00
33	Delilah	991001003181270	Puppy	10/18/2019	\$2,000.00
34	Aspen	956000012435770	Puppy	2/20/2020	\$0.00
35	Arrow	956000012435437	Puppy	2/20/2020	\$0.00
36	Addy	956000012425673	Puppy	2/20/2020	\$0.00
37	Arlo	95600012435321	Puppy	2/20/2020	\$0.00
38	Atom	956000012437981	Puppy	2/20/2020	\$0.00
39	Abbott	956000012579713	Puppy	2/20/2020	\$0.00
40	Xandra	985112006072042	VW	6/21/2015	11,000.00
41	Darby	985121011196557	VW	5/22/2013	6,000.00
42	Chachi	985121011115923	VW	5/4/2011	1,000.00
43	Duster	900032002909242	VW	11/24/2014	3,750.00
44	Cash	991001000186031	VW	2/22/2016	5,500.00
45	Dudley	90011800038447	VW	9/12/2015	6,000.00
46	Tank	985112000922629	VW	12/13/2015	6,700.00
47	Frost	985112007580247	VW-SSD	7/30/2016	10,000.00
48	Tyra	985112009808955	VW-SSD	6/28/2018	9,600.00
49	Cholo	941000023858132	VW-SSD	4/27/2018	4,850.00
50	Watson	985112006069565	VW	5/10/2016	10,000.00
51	Gia	985112007580903	VW	8/28/2016	10,000.00
52	Diver	985112009449052	VW	9/7/2017	5,500.00
53	Barkevious	985112006069104	VW	1/1/2016	11,000.00
54	Flex	985112007580618	VW	7/30/2016	10,000.00
55	Buck Jones	985112006072431	VW	1/1/2016	10,000.00

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

56	Bliss	985112006072577	VW	1/1/2016	5,500.00
57	Vito	985112006071059	VW	6/3/2015	10,000.00
58	Fred	985113000187086	VW	9/4/2014	5,500.00
59	Jane 5	985112007708232	VW	12/25/2016	11,000.00
60	Cheech	2562382	VW	8/25/2012	6,700.00
61	Drake	4C43117E3F	VW	11/5/2013	4,500.00
62	Vanya	900182001977853	Green	11/10/2018	6,150.00
63	Alfi	900182001985822	Green	2/10/2019	6,150.00
64	Dome	900182001985648	Green	2/4/2019	6,150.00
65	Mango	941000024231169	Green	2/5/2019	4,400.00
66	Jordi	941000025056035	Green	2/5/2018	4,400.00
67	Fito	941000023856889	Green	11/5/2018	4,400.00
68	Pepo	941000023856919	Green	12/5/2018	4,400.00
69	Jackie	941000024230136	Green	1/5/2019	4,400.00
70	Fiona	941000023506375	Green	2/5/2019	4,400.00
				Total	\$362,950.00

CSK9					
No.	Name	Chip #	Discipline	DOB	Cost
1	Merlin	941000021255748	EDD	9/1/2017	\$5,100.00
2	Coffe	900115000855543	EDD	1/18/2017	\$3,250.00
3	Coco	941000023858343	EDD	2/17/2018	\$4,300.00
4	Peppa	900113000421773	EDD	11/9/2016	\$4,700.00
5	Mickey	985112007580939	EDD	4/30/2017	\$11,000.00
6	Darla	985112007708731	EDD	7/9/2016	\$10,000.00
7	Dzsango	276096800008249	EDD	8/10/2016	\$6,750.00
8	Eta	900164001187639	EDD	4/20/2015	\$6,750.00
9	Givens	985112007580581	EDD	8/28/2016	\$10,000.00
10	Happy	528140000657896	EDD	10/4/2016	\$3,400.00
11	Hektor	900182001397131	EDD	9/28/2016	\$6,750.00
12	Lola	990000000946443	EDD	8/10/2015	\$6,750.00
13	Luna	982000402857187	EDD	5/17/2017	\$6,750.00
14	Maci	956000004206431	EDD	5/17/2017	\$4,000.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

15	Ytalo	982000402860857	EDD	4/20/2017	\$6,750.00
16	Harry	900182001794174	EDD	4/16/2018	\$7,500.00
17	Axo	528224001066136	EDD	03/02/2017	\$4,500.00
18	Allan 8	528210004446970	EDD	5/16/2015	2,000.00
19	Brita 2	900182001300881	EDD	3/25/2016	4,000.00
20	Chuky	91001000186497	EDD	08/08/2015	4,000.00
21	Gastor	688035000175538	EDD	08/12/2015	4,000.00
22	Hedi	900250000414527	EDD	09/01/2016	5,000.00
23	Jewel	956000005094337	EDD	02/04/2017	5,000.00
24	Maxo	941000019414027	EDD	11/21/2015	4,000.00
25	Nero	900182001345397	EDD	03/31/2016	4,000.00
26	Osci	900182001513656	EDD	03/26/2016	4,000.00
27	Reni	900182001830910	EDD	4/22/2018	6,000.00
28	Yenta	941000019987967	EDD	05/15/2018	2,000.00
29	Lucky	900182001868548	EDD	04/09/2018	6,000.00
				Total	\$158,250.00

VWK9 GENERAL INVENTORY**VWK9 VEHICLES**

Year	Make / Model	Vin	Quantity	Price	Value
2017	Ford Transit Van	Lic. KN888; Vin#1FBZX2YM1HKB02160	1	\$ 20,000.00	\$ 20,000.00
2017	Dodge Ram Promaster City	Lic. VWK92; Vin#2FBERFABXH6E25691	1	\$ 13,000.00	\$ 13,000.00
2019	Karavan, utility trailer	10ft; s/n - 5KTUS1410LF510199	1	\$ 1,300.00	\$ 1,300.00
VWK9	Assorted vehicle shells used for training	VWK9 owned; non-repairable, non-titled, scrap value \$85/ton**	98	\$ 170.00	\$ 16,660.00
VWK9	Buses; retired school system	Buses will run with minor work; no titles; training use	4	\$ 4,000.00	\$ 16,000.00
VWK9 TOTAL-VEHICLES					\$ 66,960.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

VWK9 MAINTENANCE					
Category	Item	Description	Quantity	Price	Value
Cleaning	Squeegee	Floor, rubber w/handle	4	\$ 15.00	\$ 60.00
Cleaning	Mop	Removeable mophead	3	\$ 12.00	\$ 36.00
Cleaning	Broom	Angle, household	2	\$ 15.00	\$ 30.00
Cleaning	Broom	Jobsite™ brand, push broom	1	\$ 20.00	\$ 20.00
Cleaning	Floor Buffer	Rotary, s/n unknown, (inop)	1	\$ 600.00	\$ 600.00
Hand Tool	Circular saw, cordless	Dewalt™, DC390, 18v	1	\$ 100.00	\$ 100.00
Hand Tool	Drill, cordless, 18v	Dewalt dw995, #205453	1	\$ 100.00	\$ 100.00
Hand Tool	Drill, cordless, 20v	Porter Cable™, #PCC601	1	\$ 100.00	\$ 100.00
Hand Tool	Drill, cordless, 20v	Porter Cable™, #PCC600	1	\$ 100.00	\$ 100.00
Hand Tool	Air Impact, 1/2"	Central pneumatic, #69916	1	\$ 50.00	\$ 50.00
Hand Tool	Impact socket set, deepwell	1/2" dr. Pittsburgh, SAE	1	\$ 25.00	\$ 25.00
Hand Tool	Impact socket set, standard	1/2" dr. Pittsburgh, SAE	1	\$ 20.00	\$ 20.00
Hand Tool	Asst misc hand tools	In tool truck box (pliers, drivers, cutters etc)	1	\$ 50.00	\$ 50.00
Hand Tool	Hammer Drill, Bosch™	1/2", corded 120v #412002815	1	\$ 100.00	\$ 100.00
Hand Tool	Hammer, sledge	Kobalt	1	\$ 30.00	\$ 30.00
Hand Tool	Grease Gun	automotive, zirk fitting type	1	\$ 20.00	\$ 20.00
Hand Tool	Fish Tape, Southwire brand	Electrical, spool, large, wire pulling	1	\$ 15.00	\$ 15.00
Hand Tool	Shovel	Long-handled, round point	1	\$ 15.00	\$ 15.00
Hand Tool	Shovel	Round point, Small handle	1	\$ 15.00	\$ 15.00
Lawn Maint	Weed Sprayer, hand	Backpack	1	\$ 50.00	\$ 50.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

Lawn Maint	Rake	Garden, metal	2	\$ 28.00	\$ 56.00
Lawn Maint	Mattox	Yellow, fiberglass handle	1	\$ 35.00	\$ 35.00
Lawn Maint	Shovel	Spade, small w/ grip handle	1	\$ 30.00	\$ 30.00
Lawn Maint	Hoe	Garden, metal, wood handle	1	\$ 20.00	\$ 20.00
Lawn Maint	Scraper	Metal handled, heavy	1	\$ 30.00	\$ 30.00
Lawn Maint	Dirt Tamper	Metal-handled, heavy	1	\$ 40.00	\$ 40.00
Lawn Maint	String Trimmer	WeedEater(tm) brand, inop	1	\$ 100.00	\$ 100.00
Lawn Maint	Post Hole Digger	Poly handle, Blue Hawk	1	\$ 30.00	\$ 30.00
Lawn Maint	Edger, gas-powered	Murray™ S/N 74829101511vz764	1	\$ 250.00	\$ 250.00
Lawn Maint	Mower, push, silver	Craftsman™ s/n unknown (inop)	1	\$ 200.00	\$ 200.00
Lawn Maint	String Trimmer, Cub Cadet™	Model BC280 (inop)	1	\$ 150.00	\$ 150.00
Lawn Maint	Backpack Leaf Blower	Stihl™	1	\$ 500.00	\$ 500.00
Lawn Maint	String Trimmer, Redline™	Redmax; model BCZ650S	1	\$ 300.00	\$ 300.00
Lawn Maint	15 gal spray tank	12 volt, w/ wand	1	\$ 100.00	\$ 100.00
Lawn Maint	Mower, push,	Troybilt™, 6.5hp	1	\$ 250.00	\$ 250.00
Lawn Maint	Pressure washer, 3200 psi	Honda/Simpson™ #1418197329	1	\$ 370.00	\$ 370.00
Shop tool	Paint Sprayer, Graco™	Magnum LTS - no s/n, w/hoses & gun	1	\$ 300.00	\$ 300.00
Shop tool	Transfer Tank, steel	200 Gal, Diesel w/ hand pump	1	\$ 1,000.00	\$ 1,000.00
Shop tool	hand truck, dolly	Two-wheel, green, basic	2	\$ 40.00	\$ 80.00
Shop tool	Ladder, extension	Aluminum, 16ft	1	\$ 60.00	\$ 60.00
Shop tool	Ladder, Werner™	Fiberglass, 12 ft step	1	\$ 250.00	\$ 250.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

Shop tool	Step stool, Werner™	3-step, folding, kept w/ tool truck	1	\$ 50.00	\$ 50.00
Shop tool	Ladder, folding	Aluminum 6ft	1	\$ 70.00	\$ 70.00
Shop tool	Battery Charger 200 amp	Schumaker™ wheeled	1	\$ 200.00	\$ 200.00
Shop tool	Battery Charger, maintainer	low-amp	1	\$ 30.00	\$ 30.00
Shop tool	Battery Jump start pack	Duracell™ Duralast (inop)	1	\$ 100.00	\$ 100.00
Shop tool	Battery Jump start pack	Offbrand, operational	1	\$ 100.00	\$ 100.00
Shop tool	Generator, 5k	Cummins/Onan™	1	\$ 1,000.00	\$ 1,000.00
Shop tool	Generator, 4000 watt	Predator™ #39079	1	\$ 500.00	\$ 500.00
Shop tool	Chainsaw, Stihl™ 18"	MS250; s/n 518204925	1	\$ 350.00	\$ 350.00
Shop tool	Shop-Vac	Large 12 Gal	1	\$ 70.00	\$ 70.00
Shop tool	Shop-Vac	Medium, Blue, off brand	1	\$ 40.00	\$ 40.00
Shop tool	Shopvac, Hawkeye™	5 gallon	1	\$ 75.00	\$ 75.00
Shop tool	Heater, fuel oil	Craftsman™ s/n 180908466	1	\$ 250.00	\$ 250.00
Shop tool	Cutoff saw	Drillmaster™ 14 in, metal cutting	1	\$ 80.00	\$ 80.00
Shop tool	Angle Grinder, corded 120v	Porter Cable™ 4-1/2"	1	\$ 40.00	\$ 40.00
Shop tool	Drill press, bench-mounted	Central Machinery #366851421	1	\$ 130.00	\$ 130.00
Shop tool	Table saw, 10 inch	Ryobi™, contactor, 120v	1	\$ 180.00	\$ 180.00
Shop tool	Miter saw, DeWalt™, 12"	Compound, DW717, s/n 028620-49	1	\$ 350.00	\$ 350.00
Shop tool	Scroll saw	Central machinery™ 120v	1	\$ 85.00	\$ 85.00
Shop tool	Air compressor,	Kobalt™, 2-stage w/ Hose reel	1	\$ 500.00	\$ 500.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

	30Gal, 120/240v				
Misc	Gas Grill	Charbroil™ 3-burner w/tank	1	\$ 250.00	\$ 250.00
Misc	Explosive transport cases	Aluminum/wood insert w/Lock	4	\$ 200.00	\$ 800.00
Misc	Refrigerator, Hotpoint™	side-by-side, used	1	\$ 100.00	\$ 100.00
Misc	Microwave	Emerson™	1	\$ 90.00	\$ 90.00
Misc	Sump Pump, 120v	Unknown make/model	1	\$ 80.00	\$ 80.00
Misc	Drum Fan, 36"	120v, belt drive	1	\$ 250.00	\$ 250.00
Misc	Drum Fan, 48"	120v, belt drive	1	\$ 400.00	\$ 400.00
VWK9 TOTAL MAINTENANCE					\$ 11,857.00
VWK9 TRAINING					
Category	Item	Description	Quantity	Price	Value
Equipment	Bite Suit	Gray Demanet suit, pants & jacket - Training Dept	1	\$ 1,500.00	\$ 1,500.00
Equipment	Bite Suit	Red Elite K9 suit, pants & jacket - Training Dept	1	\$ 1,100.00	\$ 1,100.00
Equipment	Bite Jacket	Red Demanet	1	\$ 720.00	\$ 720.00
Equipment	Bite Pants	Ray Allen	1	\$ 750.00	\$ 750.00
Equipment	Shotgun	12 ga	1	\$ 400.00	\$ 400.00
VWK9 TOTAL TRAINING					\$ 4,470.00
VWK9 ADMINISTRATION					
Department	Item	Description	Quantity	Price	Value
Admin	Copier Machine	Color/Black & White Copier/Printer/Scanner with Wi-Fi	1	\$ 1,000.00	\$ 1,000.00
Admin	Rack	Wire, black.	2	\$ 150.00	\$ 300.00
Admin	Cabinet	Wood, black	1	\$ 50.00	\$ 50.00
Admin	Tabel	Small	1	\$ 50.00	\$ 50.00

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Admin	Dehumidifier	Frigidaire	1	\$ 200.00	\$ 200.00
Admin	Racks	Metal with wood	3	\$ 225.00	\$ 675.00
Admin	TV	Samsung 40' serial # LN40A550P3F	1	\$ 250.00	\$ 250.00
Admin	TV	Samsung 46' serial # LN46B550K1F	1	\$ 300.00	\$ 300.00
Admin	Racks	Metal with wood	7	\$ 300.00	\$ 2,100.00
Admin	Rack	4X6, metal and wood	1	\$ 125.00	\$ 125.00
Admin	Rack	Clothing	3	\$ 100.00	\$ 300.00
Admin	Desk	Used by Roading,, has storage	3	\$ 150.00	\$ 450.00
Admin	Library Chairs	Black office chairs	3	\$ 50.00	\$ 150.00
Admin	Library Chairs	Blue Chairs	3	\$ 40.00	\$ 120.00
Admin	Library Desk	Wooden	1	\$ 75.00	\$ 75.00
Admin	Bookshelf	Wood	1	\$ 75.00	\$ 75.00
Admin	Chairs	Library	2	\$ 50.00	\$ 100.00
Admin	Table	1 Rolling Table	1	\$ 75.00	\$ 75.00
Admin	3 Bookshelves	Wooden Bookshelves for Library	3	\$ 100.00	\$ 300.00
Admin	1 Bookshelf	Metal bookshelf for Oxidizer Room	1	\$ 100.00	\$ 100.00
Admin	2 Chair	Desk Chair for Oxidizer Room	2	\$ 50.00	\$ 100.00
Admin	1 Table	Glass table for Oxidizer Room	1	\$ 150.00	\$ 150.00
Admin	1 Desk	Metal desk for Oxidizer Room	1	\$ 150.00	\$ 150.00
Roading	Treadmill	K9 Roading treadmill	2	\$ 100.00	\$ 200.00
Security	1 Desk	Large with storage top	1	\$ 125.00	\$ 125.00
Security	1 Desk	Computer desk, small	1	\$ 75.00	\$ 75.00
Security	2 Chairs	Black office chairs	2	\$ 50.00	\$ 100.00

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Security	1 Couch	Large couch	1	\$ 200.00	\$ 200.00
Security	1 Security System	1 Dell Tower, 2 Monitors, 1 keyboard	1	\$ 1,500.00	\$ 1,500.00
Maintenance	1 Desk	Metal desk - Director of Maintenance office	1	\$ 100.00	\$ 100.00
Maintenance	4 Officer Chairs	Chairs for Dir of Maintenance Office	4	\$ 50.00	\$ 200.00
Maintenance	1 Mirror	Decorative Office Mirror	1	\$ 75.00	\$ 75.00
Maintenance	2 Bookshelf	Wooden	2	\$ 100.00	\$ 200.00
Maintenance	Desk	Glass desk for DOT/ATF File Room	1	\$ 150.00	\$ 150.00
Maintenance	Cabinet	Filing cabinet	1	\$ 75.00	\$ 75.00
Maintenance	1 Vacuum	Eureka Vacuum #UU321347001595	1	\$ 100.00	\$ 100.00
Maintenance	1 Vacuum	Hoover Vacuum #UH71200	1	\$ 100.00	\$ 100.00
Auditorium	1 TV	Sanyo 40" - #B2210955636783	1	\$ 300.00	\$ 300.00
Auditorium	1 TV Stand	Mobile stand with rollers	1	\$ 150.00	\$ 150.00
Auditorium	1 Computer	Dell - #1S10B00005USMJ00ESYU	1	\$ 300.00	\$ 300.00
Breakroom	Table	Round Table, sits 8	1	\$ 200.00	\$ 200.00
Breakroom	Chair	Folding	7	\$ 30.00	\$ 210.00
Breakroom	Shelf	Metal	1	\$ 200.00	\$ 200.00
Breakroom	Refrigerator	Frigidaire - #BA42734153	1	\$ 750.00	\$ 750.00
Breakroom	Coffee Maker	Kurig - #17298	1	\$ 100.00	\$ 100.00
Breakroom	Coffee Maker	Mr. Coffee - #17298	1	\$ 50.00	\$ 50.00
Breakroom	Microwave	GE - # HD202938A	1	\$ 100.00	\$ 100.00
Breakroom	Toaster	Hamilton Beach - #24504	1	\$ 40.00	\$ 40.00
Breakroom	Toaster Oven	GE - # A1720AT	1	\$ 50.00	\$ 50.00
Conf Room	Table	Conference 8 Person - 12'	1	\$ 1,500.00	\$ 1,500.00

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Conf Room	Table	Coffee Table, Round - 4 person	1	\$ 350.00	\$ 350.00
Conf Room	Table	End Table	1	\$ 50.00	\$ 50.00
Conf Room	Cart	Kitchen Island	1	\$ 300.00	\$ 300.00
Conf Room	Computer	Lenovo # MJ0A4AR1	1	\$ 500.00	\$ 500.00
Conf Room	TV	LG 65" - #65UK6090PUA	1	\$ 600.00	\$ 600.00
Conf Room	Conference Call System	Aver Camera and speaker phone system - #53091200048	1	\$ 1,200.00	\$ 1,200.00
Conf Room	Coffee Maker	Keurig # 1220S	1	\$ 100.00	\$ 100.00
Conf Room	Refrigerator	Frigidaire, mini, # HA74002554	1	\$ 200.00	\$ 200.00
Conf Room	Chairs	Conference Chairs - 11	11	\$ 80.00	\$ 880.00
Admin	Park Bench	Lobby area	2	\$ 100.00	\$ 200.00
Admin	End Table	Lobby area	1	\$ 50.00	\$ 50.00
Admin	Lamp	Small - Lobby Area	1	\$ 25.00	\$ 25.00
Admin	Fish Tank	Large with stand - Lobby area	1	\$ 1,500.00	\$ 1,500.00
Admin	Bench	Office - Lobby area	1	\$ 100.00	\$ 100.00
Admin	Chairs	Parlor - Lobby area	2	\$ 50.00	\$ 100.00
Admin	Desk	Glass - VW Instructor Office	1	\$ 200.00	\$ 200.00
Admin	Chair	Office Chair - VW Instructor Office	2	\$ 40.00	\$ 80.00
Admin	Cabinet	Metal - VW Instructor Office	1	\$ 50.00	\$ 50.00
Admin	Lamp	Tall - VW Instructor Office	1	\$ 25.00	\$ 25.00
Admin	Computer	Toshiba laptop - VW Instructor Office #9D186763Q	1	\$ 500.00	\$ 500.00
Admin	Computer	Microsoft Surface # 3312550952 - VW Instructor Office	1	\$ 500.00	\$ 500.00
Admin	iPad	iPad # 407-580-7903 - VW Instructor Office	1	\$ 500.00	\$ 500.00

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Admin	Desk	Wood office desk - Dir of Admin	1	\$ 200.00	\$ 200.00
Admin	Cabinet	Filing cabinet - Dir of Admin	1	\$ 50.00	\$ 50.00
Admin	Computer	Apple laptop - # C02FV1J2DNHY - Dir of Admin	1	\$ 1,500.00	\$ 1,500.00
Admin	iPad	32 GB 7th Gen - Training Department	3	\$ 460.00	\$ 1,380.00
Admin	iPad	Air - Training Dept	1	\$ 100.00	\$ 100.00
Admin	Computer	MacBook Air 13" - Training Department	2	\$ 1,000.00	\$ 2,000.00
Admin	Couch	Sectional - Training Department	1	\$ 700.00	\$ 700.00
Admin	Desk	Gray Office Desks - Training Department	2	\$ 200.00	\$ 400.00
Admin	Cabinet	Large Gray Office Cabinet - Training Dept	1	\$ 200.00	\$ 200.00
Admin	Rug	Area rug - Training Dept	1	\$ 75.00	\$ 75.00
Admin	Table	Gray stone coffee table - Training Dept	1	\$ 50.00	\$ 50.00
Admin	Coffee Machine	Keurig - Training Dept	1	\$ 160.00	\$ 160.00
Admin	Desk	Dir of Ops	1	\$ 300.00	\$ 300.00
Admin	Chair	Desk Chair for Dir of OPS	1	\$ 800.00	\$ 800.00
Admin	Chair	Office chairs - Dir of OPS	2	\$ 60.00	\$ 120.00
Admin	End Table	Office - Dir of OPS	1	\$ 100.00	\$ 100.00
Admin	Computer	Desktop - Mac - #C02LD0UYDNCR	1	\$ 2,000.00	\$ 2,000.00
Admin	Desk	Desk, glass - Pres Office	1	\$ 200.00	\$ 200.00
Admin	Chair	Desk chair - Pres Office	1	\$ 200.00	\$ 200.00
Admin	Cabinet	Filing, 4 drawer - Pres Office	1	\$ 200.00	\$ 200.00
Admin	Couch	Sofa, gray, leather - Pres Office	1	\$ 500.00	\$ 500.00
Admin	Chair	Gray, leather - Pres. Office	1	\$ 200.00	\$ 200.00
Admin	Refrigerator	Small, silver - Pres Office	1	\$ 150.00	\$ 150.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

Admin	Cabinet	2 Drawer Desk - Pres Office	1	\$ 100.00	\$ 100.00
Admin	Cabinet	3 Drawer File - Pres Office	1	\$ 200.00	\$ 200.00
Admin	Coffee Maker	Keurig - Pres Office	1	\$ 100.00	\$ 100.00
Admin	Cabinet	Wood, gray - Pres Office	1	\$ 50.00	\$ 50.00
VWK9 TOTAL ADMINISTRATION/HQ					\$ 34,390.00
VWK9 CANINE WELFARE					
	Item	Description	Quantity	Price	Value
Canine Welfare	Computer	Mac Laptop - FVHYNRTAJ1WK	1	\$ 900.00	\$ 900.00
Canine Welfare	Computer	Toshiba Satellite Laptop # 9D236410Q	1	\$ 500.00	\$ 500.00
Canine Welfare	Printer	HP Deskjet 2652 - # CN9CU99062	1	\$ 50.00	\$ 50.00
Canine Welfare	Computer	HP Desktop - # 2MO9374PL7	1	\$ 300.00	\$ 300.00
Canine Welfare	TV	LG 55"	1	\$ 300.00	\$ 300.00
Canine Welfare	Pictures	Puppy wall art	4	\$ 40.00	\$ 160.00
Canine Welfare	Chairs	Gray, office	2	\$ 100.00	\$ 200.00
Canine Welfare	Cabinet	Double filing, charcoal	1	\$ 200.00	\$ 200.00
Canine Welfare	Couch	Gray sectional	1	\$ 500.00	\$ 500.00
Canine Welfare	Table	Coffee	1	\$ 75.00	\$ 75.00
Canine Welfare	Table	End	1	\$ 30.00	\$ 30.00
Canine Welfare	Rug	floor	1	\$ 40.00	\$ 40.00
Canine Welfare	Desk	L-Shaped	1	\$ 300.00	\$ 300.00
Canine Welfare	Light & Heater	Warming system for puppies	1	\$ 150.00	\$ 150.00
Canine Welfare	Cart	Puppy toy cart	1	\$ 50.00	\$ 50.00
Canine Welfare	Heater	Small, hot water	1	\$ 300.00	\$ 300.00
Canine Welfare	Camera	Puppy Cam	2	\$ 30.00	\$ 60.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

Canine Welfare	Whelping Box	Whelping puppies	1	\$ 1,000.00	\$ 1,000.00
Canine Welfare	Slides	Childrens for puppy acclimation	3	\$ 75.00	\$ 225.00
Canine Welfare	Scale	Puppy weighing scale	1	\$ 75.00	\$ 75.00
Canine Welfare	Microwave	# 19J01A00780	1	\$ 70.00	\$ 70.00
Canine Welfare	Wagon	Puppy Wagon	1	\$ 120.00	\$ 120.00
Canine Welfare	Treadmill	Canine Treadmill	2	\$ 2,500.00	\$ 5,000.00
Canine Welfare	Radio	Magnavox # M1910014819	1	\$ 20.00	\$ 20.00
Canine Welfare	Crate	Wire	5	\$ 90.00	\$ 450.00
Canine Welfare	Crate	Plastic Vari-Kennel	80	\$ 100.00	\$ 8,000.00
Canine Welfare	Scale	Brecknell - #111800000129 & #091700000059	2	\$ 350.00	\$ 700.00
Canine Welfare	Sink	Stainless Steel for Dog Bathing	1	\$ 300.00	\$ 300.00
Canine Welfare	Beds	Elevated Dog beds	4	\$ 50.00	\$ 200.00
Canine Welfare	Kennel Decks	kennel decks for kennels	75	\$ 40.00	\$ 3,000.00
Canine Welfare	Containers	Dog Food	3	\$ 50.00	\$ 150.00
Canine Welfare	Mop	with bucket	2	\$ 60.00	\$ 120.00
Canine Welfare	Shelf	Metal Storage	2	\$ 60.00	\$ 120.00
Canine Welfare	Shelf	Plastic storage	1	\$ 60.00	\$ 60.00
Canine Welfare	Vacuum	Shop Vac	2	\$ 60.00	\$ 120.00
Canine Welfare	Rack	Tools	3	\$ 20.00	\$ 60.00
Canine Welfare	Pressure Washer	MS60920-0418197329-P	1	\$ 350.00	\$ 350.00
VWK9 TOTAL CANINE WELFARE					\$ 24,255.00

CSK9 GENERAL INVENTORY**CSK9 OPERATIONS**

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Location	Item	Description	Quantity	Price	Value
HQ	Camera and Accessories	Digital Ally, FirstVu HD Digital Body Camera - CSK9 Logistics Storeroom	13	\$ 595.00	\$ 7,735.00
HQ	Camera Dock	Digital Ally, Mini-Dock CLOUD, Single Unit Portable - CSK9 Logistics Storeroom	1	\$ 399.00	\$ 399.00
HQ	Camera and Accessories	Digital Ally, FirstVu HD Digital Body Camera - LAX Issue	6	\$ 595.00	\$ 3,570.00
LAX	Camera Dock	Digital Ally, Mini-Dock CLOUD, Single Unit Portable - LAX Issue	1	\$ 399.00	\$ 399.00
LAX	Day Box	Type 3, Explosive Storage Day Box, Small	1	\$ 550.00	\$ 550.00
LAX	Day Box	Type 3, Explosive Storage Day Box, Large	1	\$ 1,650.00	\$ 1,650.00
SFO	Camera and Accessories	Digital Ally, FirstVu HD Digital Body Camera - SFO Issue	4	\$ 595.00	\$ 2,380.00
SFO	Camera Dock	Digital Ally, Mini-Dock CLOUD, Single Unit Portable - SFO Issue	1	\$ 399.00	\$ 399.00
SFO	CETAs	Tripwire, Explosive Kit 2, CCSP-K9 STP (7 HE Odors) - Currently stored in NV	2	\$ 1,200.00	\$ 2,400.00
ORD	Safe	Safe, locking, Rolling	1	\$ 75.00	\$ 75.00
ORD	Camera and Accessories	Digital Ally, FirstVu HD Digital Body Camera - ORD Issue	2	\$ 595.00	\$ 1,190.00
ORD	Camera Dock	Digital Ally, Mini-Dock CLOUD, Single Unit Portable - ORD Issue	1	\$ 399.00	\$ 399.00
ATL	Camera and Accessories	Digital Ally, FirstVu HD Digital Body Camera - ATL Issue	2	\$ 595.00	\$ 1,190.00
ATL	Camera Dock	Digital Ally, Mini-Dock CLOUD, Single Unit Portable - ATL Issue	1	\$ 399.00	\$ 399.00
MIA	Camera and Accessories	Digital Ally, FirstVu HD Digital Body Camera - MIA Issue LATAM	3	\$ 595.00	\$ 1,785.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

MIA	Camera Dock	Digital Ally, Mini-Dock CLOUD, Single Unit Portable - MIA Issue LATAM	1	\$ 399.00	\$ 399.00
MIA	Storage Locker	Utility Storage Locker for Explosive Training Aids - LATAM	1	\$ 105.00	\$ 105.00
MIA	Camera and Accessories	Digital Ally, FirstVu HD Digital Body Camera - MIA Issue	3	\$ 595.00	\$ 1,785.00
MIA	Camera Dock	Digital Ally, Mini-Dock CLOUD, Single Unit Portable - MIA Issue	1	\$ 399.00	\$ 399.00
MIA	Storage Cabinet	Utility Storage Locker for Explosive Training Aids - Strat Air	1	\$ 105.00	\$ 105.00
CSK9 TOTAL OPERATIONS					\$ 27,313.00

CSK9 TRAINING

Location	Item	Description	Quantity	Est Price	Value
HQ	ULDs	Unit Load Device Container, LD3 (AKE) - CSK9 Warehouse	5	\$ 1,050.00	\$ 5,250.00
HQ	ULDs	Unit Load Device Container, LD8 (DQF) - CSK9 Warehouse	2	\$ 1,200.00	\$ 2,400.00
HQ	ULDs	Unit Load Device Container, LD9 (AAP) - CSK9 Warehouse	2	\$ 1,350.00	\$ 2,700.00
HQ	ULDs	Unit Load Device Container, A2N (AAY) - CSK9 Warehouse	5	\$ 1,500.00	\$ 7,500.00
HQ	Crates	Collapsible Bulk Container, Black Plastic, 48x45x42 - Museum	3	\$ 385.00	\$ 1,155.00
HQ	Crates	Collapsible Wire Container, Silver, 48x40x36.5 - Museum	3	\$ 221.00	\$ 663.00
HQ	Crates	Wooden Crate, Black Plastic Wrap, 40x40x42 - Museum	4	\$ 150.00	\$ 600.00
HQ	Crates	Wooden Crate, Black Plastic Wrap, 44x44x42 - Museum	2	\$ 150.00	\$ 300.00
HQ	Crates	Wooden Crate, Silver Insulated Wrap, 54x54x45 - Museum	3	\$ 195.00	\$ 585.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

HQ	Pallet Jack	Haul Master 2.5 Ton Pallet Jack - CSK9 Warehouse	1	\$ 300.00	\$ 300.00
HQ	Pallet Jack	5500 lbs Narrow & Short Pallet Jack - Museum	1	\$ 200.00	\$ 200.00
HQ	Coffee Machine	Keurig - CSK9 Warehouse	1	\$ 130.00	\$ 130.00
CSK9 TOTAL TRAINING					\$ 21,783.00

**CSK9
ADMIN**

	Item	Description	Quantity	Est Price	Value
HQ	Computer	Desktop, Mac #C02Y10VTJ1G6 - Compliance Mgr	1	\$ 2,000.00	\$ 2,000.00
HQ	Computer	Laptop, MacBook Air #FVHYCX9EJ1WK - Compliance Mgr	1	\$ 1,100.00	\$ 1,100.00
HQ	Desk	L-Shaped - Compliance Mgr	1	\$ 800.00	\$ 800.00
HQ	Cabinet	Hutch - Compliance Mgr	1	\$ 200.00	\$ 200.00
HQ	Chair	Office Swivel Chair - Compliance Mgr	1	\$ 200.00	\$ 200.00
HQ	Shredder	Crosscut Shredder - Compliance Mgr	1	\$ 100.00	\$ 100.00
HQ	Computer	Desktop, Mac #C02LD0RMDNCR - CSK9 Ops Center	1	\$ 2,000.00	\$ 2,000.00
HQ	TV	TCL 50" - CSK9 Ops Center	2	\$ 350.00	\$ 700.00
HQ	Filing Cabinets	4 Drawer File - CSK9 OPS Center	6	\$ 150.00	\$ 900.00
HQ	Desk	2 Drawer Metal - CSK9 OPS Center	2	\$ 100.00	\$ 200.00
HQ	Chair	Office Swivel Chair - CSK9 OPS Center	2	\$ 150.00	\$ 300.00
HQ	Refrigerator	Danby, small - CSK9 OPS Center	1	\$ 130.00	\$ 130.00
HQ	Streaming Device	Apple TV - CSK9 OPS Center	2	\$ 60.00	\$ 120.00
HQ	Table	Café Table - CSK9 OPS Center	1	\$ 200.00	\$ 200.00
HQ	Chair	Café table chairs - CSK9 OPS Center	4	\$ 25.00	\$ 100.00
HQ	Filing Cabinet	2 Drawer - CSK9 OPS Center	1	\$ 50.00	\$ 50.00

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

HQ	Coffee Machine	Keurig - CSK9 OPS Center	1	\$ 130.00	\$ 130.00
LAX	Computer	Desktop, HP 24-10014 #8CC90118WN - Able Freight	1	\$ 550.00	\$ 550.00
LAX	Computer	Laptop, Dell Inspiron 15-7000 #43314123566 - Able Freight	1	\$ 600.00	\$ 600.00
LAX	Computer	Laptop, Dell Inspiron 15-7000 #6342508190 - Keanyn	1	\$ 600.00	\$ 600.00
LAX	Printer/Copier/Scanner	HP 8710/Office Jet Pro #CN89LBW04M - Able Freight	1	\$ 250.00	\$ 250.00
SFO	Computer	Laptop, #68ZDZN2	1	\$ 600.00	\$ 600.00
SFO	Computer	Pending S/N	1	\$ 600.00	\$ 600.00
SFO	Printer/Copier/Scanner	#TH919BV047	1	\$ 250.00	\$ 250.00
HNL	Computer	Laptop, HP 15" #UV613902 - Erica McRel	1	\$ 585.00	\$ 585.00
HNL	Camera and Accessories	Digital Ally, FirstVu HD Digital Body Camera - Erica McRel	2	\$ 595.00	\$ 1,190.00
HNL	Camera Dock	Digital Ally, Mini-Dock CLOUD, Single Unit Portable - Erica McRel	1	\$ 399.00	\$ 399.00
ORD	Computer	Laptop, HP 15.6" DY0013DX Notebook #5CD941DWT3 - Agility	1	\$ 550.00	\$ 550.00
ORD	Printer/Copier/Scanner	HP Office Jet Pro 8035 #5LJ23A - Agility	1	\$ 175.00	\$ 175.00
ORD	Air Purifier	Holmes Air Purifier hap1201 #4008051 - Agility	1	\$ 65.00	\$ 65.00
ATL	Printer/Copier/Scanner	Epson WorkForce Pro WF-4734, #X3Y9181625	1	\$ 125.00	\$ 125.00
MIA	Computer	Laptop, Lenovo Ideapad 330S 15", #PF1PMV0W - LATAM	1	\$ 329.00	\$ 329.00
MIA	Printer/Copier/Scanner	HP, Envy Photo 7155 All-in-One, #TH9932N0WW - LATAM	1	\$ 99.00	\$ 99.00
MIA	Router	Netgear R6080 AC1000 Router - LATAM	1	\$ 52.00	\$ 52.00

Disclosure Schedules of:**VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC**

MIA	Computer	Laptop, Lenovo Ideapad 330S 15", #PF1PMALS - Strat Air	1	\$ 329.00	\$ 329.00
MIA	Printer/Copier/Scanner	HP, Envy Photo 7155 All-in-One, #TH919BV0J0 - Strat Air	1	\$ 99.00	\$ 99.00
MIA	Router	Netgear R6080 AC1000 Router - Strat Air	1	\$ 52.00	\$ 52.00
LAX	Computer	Laptop, Dell 14-5000 # 645322012P Map Cargo	1	\$ 450.00	\$ 450.00
CSK9 TOTAL ADMINISTRATION					\$17,179.00

The Facilities, Equipment and Intellectual Property License Agreement dated August 15, 2013 between Auburn Research and Technology Foundation and iK9 Holding Co., LLC attached Exhibit B, Equipment Schedule. If any Asset listed above for VWK9 and/or CSK9 on this Disclosure Schedule 3.15(a) conflicts with the following list of Auburn University licensed equipment listed in Exhibit B, the equipment shall be considered an asset of Auburn University and not VWK9, CSK9, ITC, or iK9 Holding Co., LLC.

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

EXHIBIT B

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

9	12th dry erase board	Motor Pool
1	metal shelves	Motor Pool
1	Dewalt Army Saw	Motor Pool
1	(Hachi) Circular Saw	Motor Pool
1	Kubalt Air Compressor	Motor Pool
1	SWT Backpack blower	Motor Pool
1	Magnesium welder	Motor Pool
1	assorted hand tools (Ham, Sander)	Motor Pool
1	Hammera push mower	Motor Pool
1	carbine loading ramp	Motor Pool
9	25g electric sprayer	Motor Pool
1	5g water cooler	Motor Pool
1	dog crate	Motor Pool
1	small bow/making	Motor Pool
1	lance deck	Motor Pool
1	Schumacher battery charger	Motor Pool
1	office desk	Motor Pool
1	2 section shelving unit/ metal	AJ Shift Room
1	2 section shelving unit/ wood	AJ Shift Room
17	Ray Allen bike stand	AJ Shift Room
1	classroom table	Auditorium
1	rolling chair	Auditorium
1	table w/column legs	Auditorium
1	Vishay Protractor	Auditorium
1	10 ft. dry erase board/5 ft. cork board	Auditorium
1	4-light electronic projection screen	Auditorium
1	community speakers/ mounted	Auditorium
1	Colson amplifier	Auditorium
1	ATT Power Base	Auditorium
1	podium	Auditorium
1	US Flag and stand	Auditorium
1	Audio-Technica microphone system	Auditorium
1	5 ft cork board	Break Room
1	8ft table	Break Room
1	round folding table	Break Room
1	chair	Break Room
1	sh unit	Break Room
1	refrigerator	Break Room
1	refrigerator	Break Room
1	2 1/2 ft. table	Break Room
1	2 door cabinet	Break Room
1	2 door rolling cabinet	Break Room
1	Panasonic Microwave Oven	Break Room
1	64 Kasser Oven	Break Room
1	Coffee Maker	Break Room
1	coffee warmer	Break Room
1	rolling cabinet	Break Room
1	3 shelf broom case	Break Room
1	glass top conference table	Conference Room
1	chairs	Conference Room
1	armour	Conference Room
1	Sony Bravia E3L 40EX400	Conference Room
1	12' dry-erase board	Conference Room
1	end table	Conference Room
1	telephone	Conference Room
1	table desk	Copy Room
1	glass sliding door shelf unit	Copy Room

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

1	132702	office desk	Office Room
2	6047	mailbox shelving	Drop Room
3	182975	metal shelving unit	Office Room
4		refrigerator	Office Room
5		12 ft. dry erase board	Office Room
6		laminated table	Office Room
7		8 ft. projection screen	Office Room
8		padding	Office Room
9		office desk	Office Room
10		storage cabinet	Office Room
11	102970	101 refrigerator (200 month)	Office Room
12		office desk	Office Room
13		padding	Office Room
14		office desk	Office Room
15		lockbox	Office Room
16		office stand	Office Room
17		disposal desk unit	Office Room
18		metal table	Office Room
19	1208	1. office desk	Office Room
20	1344	3 drawer filing cabinet	Office Room
21		chair	Office Room
22		office desk	Office Room
23		shirts	Office Room
24		shirts	Office Room
25	212262	10 file projection screen	Office Room
26		office desk	Office Room
27		chair	Office Room
28		office desk / 1. shelving	Office Room
29		lockbox	Office Room
30		external hard drive	Office Room
31		220-100-100	Office Room
32		220-100-100	Office Room
33		220-100-100	Office Room
34		220-100-100	Office Room
35		220-100-100	Office Room
36		220-100-100	Office Room
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97		220-100-100	Office Room
98		220-100-100	Office Room
99		220-100-100	Office Room
100		220-100-100	Office Room

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

[illegible]

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

[illegible]

Disclosure Schedules of:
VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.15(b) Ownership Interest

Entity	Ownership	Membership Units
VWK9, LLC	90% by ITC Capital Partners 10% by VWK9, LLC Employees • 7.5% by Paul Hammond • 1% by John Pearce • 1% by Kristie Dober • .25% by Robert Leonard • .25% by Ashley Beard	900,000 by ITC Capital Partners, LLC 100,000 by VWK9, LLC Employees • 75,000 by Paul Hammond • 10,000 by John Pearce • 10,000 by Kristie Dober • 2,500 by Robert Leonard • 2,500 by Ashley Beard
Cargo Screening K9 Alliance, LLC	43% by ITC Capital Partners, LLC 43% by VWK9, LLC 14% by Paul Hammond	430,000 by ITC Capital Partners, LLC 430,000 by VWK9, LLC 140,000 by Paul Hammond
iK9 Holding Co., LLC	100% by ITC Security Partners, Inc.	100% by ITC Security Partners, Inc.

Disclosure Schedules of:

VWK9, LLC, Cargo Screening K9 Alliance, LLC, iK9 Holding Co., LLC and ITC Capital Partners, LLC

Section 3.15(c)

Preemptive Rights, Options, Warrants

1. None.

EXHIBIT A-1**PROMISSORY NOTE****\$3,111,000.00****West Point, Georgia**

FOR VALUE RECEIVED, the undersigned 360 Security Partners, LLC, a Delaware limited liability company (the “**Borrower**”), hereby promises to pay to the order of ITC Capital Partners, LLC, a Delaware limited liability company (the “**Lender**,” Lender and any subsequent holder of this Note hereinafter referred to as “**Holder**”), at its office at 1791 O. G. Skinner Drive, West Point, Georgia 31833, or at such other place as Holder may direct, in lawful money of the United States of America constituting legal tender in payment of all debts and dues, public and private, together with interest thereon calculated at the rate and in the manner set forth herein, the principal amount of **THREE MILLION ONE HUNDRED ELEVEN THOUSAND AND NO/100 DOLLARS (\$3,111,000.00)**, or so much thereof as shall have been advanced as provided herein. Payment of principal, interest, charges and expenses shall be in accordance with the following provisions:

1. Payment. Borrower promises to pay principal plus interest quarterly, on or before the fifteenth (15th) day of the last day of the quarter, based on a 360 day a year amortization schedule. The first such payment shall be due and payable on or before _____. The balance of all outstanding principal and all accrued and unpaid interest on this Note and all charges hereunder and under the Loan Documents shall be due and payable on August 17, 2021 (the “**Maturity Date**”). In addition to any other amounts due to Lender as set out herein, any scheduled payment of principal and/or interest not received by Lender within ten (10) days of the date due shall be subject to a late fee in the amount of five percent (5.0%) of the amount of such payment.

2. Interest. Except as otherwise provided herein, the outstanding principal shall bear interest at a rate of six percent (6 %) per annum from the date hereof until all amounts due hereunder have been paid in full, whether at maturity, upon acceleration, by prepayment or otherwise.

3. Additional Provisions Regarding Principal and Interest. Interest on all principal amounts outstanding from time to time hereunder shall be calculated on the basis of a 360-day year applied to the actual number of days upon which principal is outstanding, by multiplying the product of the principal amount and the applicable rate set forth herein by the actual number of days elapsed and dividing by 360. The applicable interest rate on any and all principal amounts outstanding hereunder after maturity or earlier acceleration of the Loan shall be twelve percent (12%) per annum. In no event shall the rate of interest calculated hereunder exceed the maximum rate allowed by law and automatically shall be reduced to such maximum amount. In the event that the Lender receives a payment amount which is not sufficient to pay all interest which has been earned since the last monthly payment, the Lender may at its option after providing written notice to the Borrower, and the Borrower’s failure to pay the difference specified in such notice within five (5) days after receipt of such notice, advance an amount equal to the interest earned but unpaid after application of the payment. Any such amount so advanced by the Lender may be added to the principal of this Note.

Any payment date that would otherwise fall on a day which is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in another calendar month, in which case such payment date shall be on the next preceding Business Day. "Business Day" for purposes of this Note shall mean any other day other than Saturday, Sunday or other day on which commercial Lenders are authorized or obligated to close under the laws of the United States or Alabama.

4. Guarantee. The repayment of the indebtedness evidenced hereby is guaranteed by Jason Pinson ("Guarantor") pursuant to a Guarantee of even date herewith (the "Guarantee").

5. Default. The happening of any one or more of the following events shall constitute an event of default hereunder:

(a) Default in the payment of the principal of or interest on this Note when the same becomes due and payable;

(b) A receiver is appointed for any material part of the property of the Borrower or Guarantor, the Borrower or Guarantor makes a general assignment for the benefit of creditors, or the Borrower or Guarantor becomes a debtor or alleged debtor under the U.S. Bankruptcy Code or becomes the subject of any other bankruptcy or similar proceeding for the general adjustment of its debts or for liquidation or for its liquidation and in the case of an involuntary proceeding, such proceeding is not dismissed within sixty (60) days after filing; or

(c) Guarantor shall die and Borrower shall fail to provide a substitute guarantor acceptable to Lender in its sole discretion within thirty (30) days after Guarantor's death.

Upon the occurrence of an event of default, or at any time thereafter during the continuance of any such event, after giving the Borrower written notice of default and ninety (90) days to cure the default, the Holder may, with or without notice to the Borrower, declare this Note to be forthwith due and payable, whereupon this Note and the indebtedness evidenced hereby shall forthwith be due and payable, both as to principal and interest, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in any of the Loan Documents or in any other instrument executed in connection with or securing this Note to the contrary notwithstanding.

6. Waivers. Borrower and any endorser or guarantor of this Note hereby waive demand, presentment for payment, notice of dishonor, protest, and notice of protest and diligence in collection or bringing suit and agree that the Holder hereof may accept partial payment, or release or exchange security or collateral, without discharging or releasing any of the obligations evidenced hereby. Borrower and each such endorser and guarantor further waives any and all rights of exemption, both as to personal and real property, under the Constitution or laws of the United States, the State of Alabama or any other state. No failure of any Holder of this Note to accelerate the indebtedness

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evidenced hereby or to exercise any other right hereunder shall be construed as a novation or modification of this Note or a waiver of the Holder's right to thereafter insist upon strict compliance with the terms of this Note without prior notice of such intention being given to the Borrower.

7. **Attorney Fees.** Borrower and each endorser or guarantor of this Note agree to pay reasonable attorneys' fees and costs incurred by the Holder hereof in collecting or attempting to collect this Note, whether by suit or otherwise.

8. **Prepayment.** Throughout the term of the Note, there shall be no prepayment penalty on any full or partial repayment of the Note. Unless otherwise elected by Holder, any prepayment shall be applied first to accrued interest, and then to principal.

Borrower may pay all or a portion of the amount owed before it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this Loan before such amounts are due, whether such prepayment arises from a voluntary or involuntary prepayment, acceleration of maturity, or any other cause or reason. Prepayment in part shall consist of payment of any portion of the unpaid principal balance before it is due, whether such prepayment arises from a voluntary or involuntary prepayment, acceleration of maturity, or any other cause or reason. Unless otherwise agreed by Lender in writing and provided that Borrower is current on all amounts due, payments applied to the Note before Lender's creation of a billing statement for the next payment due will be applied entirely to principal, and payments applied to the Note after the creation of such billing statement will be applied according to that billing statement. Unless otherwise agreed by Lender in writing and provided that Borrower is current on all amounts due, payments applied to the Loan before Lender's creation of a billing statement for the next payment due shall not relieve Borrower of Borrower's obligation to continue making uninterrupted payments under this Note.

Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amounts owed or that may become owed to Lender.

10. **Applicable Law; Parties; Under Seal.** This Note is being delivered to, and accepted by, Lender in the State of Alabama and this Note shall be governed by the laws of the State of Alabama. The parties agree to venue and jurisdiction in any state or federal court with jurisdiction in Lee County, Alabama. It is intended, and the Borrower and Lender specifically agree, that the laws of the State of Alabama governing interest shall apply to this Note and to this transaction. As used herein, the terms "Borrower," "Lender" and "Holder" shall be deemed to include their respective successors, legal representatives, heirs and assigns, whether by voluntary action of the parties or by operation of law. This Note is given under the seal of all parties hereto, and it is intended that this Note is and shall constitute and have the effect of a sealed instrument according to law.

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11. Waiver of Right to Trial by Jury. TO THE EXTENT PERMITTED BY LAW, BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE OR THE GUARANTEE, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith OR THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND AFTER CONSULTATION WITH AN ATTORNEY SELECTED BY BORROWER, AND IS INTENDED TO INCLUDE INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

[Signature page to follows.]

IN WITNESS WHEREOF, Borrower has executed, sealed and delivered this Promissory Note in _____, _____ County, _____, effective as of the ____ day of _____, 20____.

BORROWER:

360 SECURITY PARTNERS, LLC

By: _____

Its: Member

STATE OF TEXAS)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, a[n] _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, [s]he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the ____ day of _____, 20____.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

EXHIBIT A-2**PROMISSORY NOTE****\$389,889.00****West Point, Georgia**

FOR VALUE RECEIVED, the undersigned 360 Security Partners, LLC, a Delaware limited liability company (the “**Borrower**”), hereby promises to pay to the order of Marguerite L. Heiser, an individual residing in the State of Florida (the “**Lender**,” Lender and any subsequent holder of this Note hereinafter referred to as “**Holder**”), at 690 Meta Lane, New Smyrna Beach FL 32168, or at such other place as Holder may direct, in lawful money of the United States of America constituting legal tender in payment of all debts and dues, public and private, together with interest thereon calculated at the rate and in the manner set forth herein, the principal amount of **THREE HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED EIGHT-NINE AND NO/100 DOLLARS (\$389,889.00)**, or so much thereof as shall have been advanced as provided herein. Payment of principal, interest, charges and expenses shall be in accordance with the following provisions:

1. Payment. Borrower promises to pay principal plus interest quarterly, on or before the fifteenth (15th) day of the last day of the quarter, based on a 360 day a year amortization schedule. The first such payment shall be due and payable on or before _____. The balance of all outstanding principal and all accrued and unpaid interest on this Note and all charges hereunder and under the Loan Documents shall be due and payable on August 17, 2021 (the “**Maturity Date**”). In addition to any other amounts due to Lender as set out herein, any scheduled payment of principal and/or interest not received by Lender within ten (10) days of the date due shall be subject to a late fee in the amount of five percent (5.0%) of the amount of such payment.

2. Interest. Except as otherwise provided herein, the outstanding principal shall bear interest at a rate of six percent (6 %) per annum from the date hereof until all amounts due hereunder have been paid in full, whether at maturity, upon acceleration, by prepayment or otherwise.

3. Additional Provisions Regarding Principal and Interest. Interest on all principal amounts outstanding from time to time hereunder shall be calculated on the basis of a 360-day year applied to the actual number of days upon which principal is outstanding, by multiplying the product of the principal amount and the applicable rate set forth herein by the actual number of days elapsed and dividing by 360. The applicable interest rate on any and all principal amounts outstanding hereunder after maturity or earlier acceleration of the Loan shall be twelve percent (12%) per annum. In no event shall the rate of interest calculated hereunder exceed the maximum rate allowed by law and automatically shall be reduced to such maximum amount. In the event that the Lender receives a payment amount which is not sufficient to pay all interest which has been earned since the last monthly payment, the Lender may at its option after providing written notice to the Borrower, and the Borrower’s failure to pay the difference specified in such notice within five (5) days after receipt of such notice, advance an amount equal to the interest earned but unpaid after application of the payment. Any such amount so advanced by the Lender may be added to the principal of this Note.

Any payment date that would otherwise fall on a day which is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in another calendar month, in which case such payment date shall be on the next preceding Business Day. "Business Day" for purposes of this Note shall mean any other day other than Saturday, Sunday or other day on which commercial Lenders are authorized or obligated to close under the laws of the United States or Alabama.

4. Guarantee. The repayment of the indebtedness evidenced hereby is guaranteed by Jason Pinson ("Guarantor") pursuant to a Guarantee of even date herewith (the "Guarantee").

5. Default. The happening of any one or more of the following events shall constitute an event of default hereunder:

(a) Default in the payment of the principal of or interest on this Note when the same becomes due and payable;

(b) A receiver is appointed for any material part of the property of the Borrower or Guarantor, the Borrower or Guarantor makes a general assignment for the benefit of creditors, or the Borrower or Guarantor becomes a debtor or alleged debtor under the U.S. Bankruptcy Code or becomes the subject of any other bankruptcy or similar proceeding for the general adjustment of its debts or for liquidation or for its liquidation and in the case of an involuntary proceeding, such proceeding is not dismissed within sixty (60) days after filing; or

(c) Guarantor shall die and Borrower shall fail to provide a substitute guarantor acceptable to Lender in its sole discretion within thirty (30) days after Guarantor's death.

Upon the occurrence of an event of default, or at any time thereafter during the continuance of any such event, after giving the Borrower written notice of default and ninety (90) days to cure the default, the Holder may, with or without notice to the Borrower, declare this Note to be forthwith due and payable, whereupon this Note and the indebtedness evidenced hereby shall forthwith be due and payable, both as to principal and interest, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in any of the Loan Documents or in any other instrument executed in connection with or securing this Note to the contrary notwithstanding.

6. Waivers. Borrower and any endorser or guarantor of this Note hereby waive demand, presentment for payment, notice of dishonor, protest, and notice of protest and diligence in collection or bringing suit and agree that the Holder hereof may accept partial payment, or release or exchange security or collateral, without discharging or releasing any of the obligations evidenced hereby. Borrower and each such endorser and guarantor further waives any and all rights of exemption, both as to personal and real property, under the Constitution or laws of the United States, the State of Alabama or any other state. No failure of any Holder of this Note to accelerate the indebtedness

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evidenced hereby or to exercise any other right hereunder shall be construed as a novation or modification of this Note or a waiver of the Holder's right to thereafter insist upon strict compliance with the terms of this Note without prior notice of such intention being given to the Borrower.

7. **Attorney Fees.** Borrower and each endorser or guarantor of this Note agree to pay reasonable attorneys' fees and costs incurred by the Holder hereof in collecting or attempting to collect this Note, whether by suit or otherwise.

8. **Prepayment.** Throughout the term of the Note, there shall be no prepayment penalty on any full or partial repayment of the Note. Unless otherwise elected by Holder, any prepayment shall be applied first to accrued interest, and then to principal.

Borrower may pay all or a portion of the amount owed before it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this Loan before such amounts are due, whether such prepayment arises from a voluntary or involuntary prepayment, acceleration of maturity, or any other cause or reason. Prepayment in part shall consist of payment of any portion of the unpaid principal balance before it is due, whether such prepayment arises from a voluntary or involuntary prepayment, acceleration of maturity, or any other cause or reason. Unless otherwise agreed by Lender in writing and provided that Borrower is current on all amounts due, payments applied to the Note before Lender's creation of a billing statement for the next payment due will be applied entirely to principal, and payments applied to the Note after the creation of such billing statement will be applied according to that billing statement. Unless otherwise agreed by Lender in writing and provided that Borrower is current on all amounts due, payments applied to the Loan before Lender's creation of a billing statement for the next payment due shall not relieve Borrower of Borrower's obligation to continue making uninterrupted payments under this Note.

Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amounts owed or that may become owed to Lender.

10. **Applicable Law; Parties; Under Seal.** This Note is being delivered to, and accepted by, Lender in the State of Alabama and this Note shall be governed by the laws of the State of Alabama. The parties agree to venue and jurisdiction in any state or federal court with jurisdiction in Lee County, Alabama. It is intended, and the Borrower and Lender specifically agree, that the laws of the State of Alabama governing interest shall apply to this Note and to this transaction. As used herein, the terms "Borrower," "Lender" and "Holder" shall be deemed to include their respective successors, legal representatives, heirs and assigns, whether by voluntary action of the parties or by operation of law. This Note is given under the seal of all parties hereto, and it is intended that this Note is and shall constitute and have the effect of a sealed instrument according to law.

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Initial

11. Waiver of Right to Trial by Jury. TO THE EXTENT PERMITTED BY LAW, BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE OR THE GUARANTEE, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith OR THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND AFTER CONSULTATION WITH AN ATTORNEY SELECTED BY BORROWER, AND IS INTENDED TO INCLUDE INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

[Signature page to follows.]

IN WITNESS WHEREOF, Borrower has executed, sealed and delivered this Promissory Note in _____, _____ County, _____, effective as of the ____ day of _____, 20____.

BORROWER:

360 SECURITY PARTNERS, LLC

By: _____

Its: Member

STATE OF TEXAS)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, a[n] _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, [s]he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the ____ day of _____, 20____.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

EXHIBIT B**GUARANTEE**

THIS GUARANTEE (the “**Guarantee**”) dated as of _____, 2020 is executed by the undersigned (the “**Guarantor**”), for the benefit of ITC Capital Partners, LLC, a Delaware limited liability company (“**ITC**”), to guarantee the Obligations (as defined below) of 360 Security Partners, LLC, a Delaware limited liability company (the “**Buyer**”), under that certain Promissory Note of even date herewith made by the Buyer and payable to ITC in the stated principal amount of \$3,111,111 (as the same may be amended or restated from time to time, the “**ITC Note**”).

Preliminary Statement

ITC, Marguerite L. Heiser, Paul Hammond, Melanie S. Lanier, and Mark W. Mahler (collectively, “**Sellers**”), the Buyer and the Guarantor are parties to a Purchase Agreement dated August 17, 2020 (the “**Purchase Agreement**”) pursuant to which Sellers are selling to the Buyer 100% of their direct or indirect ownership interests in VWK9, LLC, a Delaware limited liability company, Cargo Screening K9 Alliance, LLC, a Delaware limited liability company, Coast To Coast K9 Teams, LLC, a Florida limited liability company, and Southern Coast K9, Incorporated, a Florida corporation (collectively, the “**Companies**”). Capitalized terms used but not defined herein shall have the meanings given them in the Purchase Agreement.

As an inducement to ITC to accept the ITC Note as partial consideration for the sale to the Buyer of its Ownership Interests in the Companies, the Guarantor has agreed to enter into this Guarantee. The Guarantor acknowledges that it shall benefit from Buyer entering into the Purchase Agreement and executing the ITC Note.

In consideration of the above and as an inducement to ITC to enter into the Purchase Agreement and sell its Ownership Interests to Buyer, the Guarantor agrees as follows:

1. Guarantee.

(a) The Guarantor hereby, unconditionally and irrevocably, guarantees to ITC the prompt and complete payment by the Buyer when due of all principal of, and accrued but unpaid interest on, the ITC Note (the “**Obligations**”).

(b) The Guarantor further agrees to pay any and all reasonable and documented expenses which may be paid or incurred by ITC in enforcing or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, the Guarantor under this Guarantee. This Guarantee shall remain in full force and effect until the Obligations are paid in full.

(c) No payment or payments made by the Buyer or the Guarantor or received or collected by ITC from the Buyer or the Guarantor by virtue of any action or proceeding or any set off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of the Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made by the Guarantor in respect of the Obligations or payments received or collected from the Guarantor in respect of the Obligations, remain liable for the Obligations until the Obligations are paid in full.

2. Representations and Warranties. The Guarantor represents and warrants to ITC that as of the date of this Guarantee:

(a) Solvency. The Guarantor has not entered into this Guarantee in contemplation of insolvency or with intent to hinder, delay or defraud any of the Guarantor's creditors. The Guarantor is not insolvent within the meaning of 11 U.S.C. Section 101(32) and after giving effect to this Guarantee (i) will not cause the Guarantor to become insolvent, (ii) will not result in any property remaining with the Guarantor to be unreasonably small capital, and (iii) will not result in debts that would be beyond the Guarantor's ability to pay as same mature. The Guarantor has received reasonably equivalent value in exchange for executing this Guarantee.

(b) Ability to Perform. The Guarantor does not believe, nor does he have any reason or cause to believe, that he cannot perform each and every covenant contained in this Guarantee.

(c) Enforceability. This Guarantee has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms (subject to the effects of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

3. Successions or Assigns. This Guarantee shall inure to the benefit of the successors or assigns of ITC that shall have, to the extent of their interest, the rights of ITC hereunder. This Guarantee is binding upon the Guarantor and its successors and permitted assigns. The Guarantor shall not assign any of its obligations hereunder to any other person without the consent of ITC, and any purported assignment in violation of this provision shall be void.

4. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the party to whom it is directed:

(a) If to the Guarantor:

Jason Pinson
701 Highlander Boulevard, Suite 500
Arlington, Texas 76015
Attention: Jason Pinson

(b) If to ITC:

ITC Capital Partners, LLC
1791 O. G. Skinner Dr.
West Point, Georgia 31833
Attn: Todd Holt, CEO
Email: tholt@itchold.com

With a copy to:

ITC Capital Partners, LLC
1791 O. G. Skinner Dr.
West Point, Georgia 31833
Attn: Chad Wachter, General Counsel
Email: cwachter@itchold.com

5. Miscellaneous. This Guarantee shall not be amended, modified, released or discharged with respect to the Guarantor without the written consent of ITC and the Guarantor. This Guarantee and the rights and obligations of the Guarantor and ITC shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee to be duly executed and delivered as of the day and year first written above.

JASON PINSON

EXHIBIT B**GUARANTEE**

THIS GUARANTEE (the “**Guarantee**”) dated as of _____, 2020 is executed by the undersigned (the “**Guarantor**”), for the benefit of Marguerite L. Heiser, an individual residing in the State of Florida (“**Heiser**”), to guarantee the Obligations (as defined below) of 360 Security Partners, LLC, a Delaware limited liability company (the “**Buyer**”), under that certain Promissory Note of even date herewith made by the Buyer and payable to Heiser in the stated principal amount of \$389,889.00 (as the same may be amended or restated from time to time, the “**Heiser Note**”).

Preliminary Statement

ITC Capital Partners, LLC, Heiser, Paul Hammond, Melanie S. Lanier, and Mark W. Mahler (collectively, “**Sellers**”), the Buyer and the Guarantor are parties to a Purchase Agreement dated August 17, 2020 (the “**Purchase Agreement**”) pursuant to which Sellers are selling to the Buyer 100% of their direct or indirect ownership interests in VWK9, LLC, a Delaware limited liability company, Cargo Screening K9 Alliance, LLC, a Delaware limited liability company, Coast To Coast K9 Teams, LLC, a Florida limited liability company, and Southern Coast K9, Incorporated, a Florida corporation (collectively, the “**Companies**”). Capitalized terms used but not defined herein shall have the meanings given them in the Purchase Agreement.

As an inducement to Heiser to accept the Heiser Note as partial consideration for the sale to the Buyer of its Ownership Interests in the Companies, the Guarantor has agreed to enter into this Guarantee. The Guarantor acknowledges that it shall benefit from Buyer entering into the Purchase Agreement and executing the Heiser Note.

In consideration of the above and as an inducement to Heiser to enter into the Purchase Agreement and sell its Ownership Interests to Buyer, the Guarantor agrees as follows:

1. Guarantee.

(a) The Guarantor hereby, unconditionally and irrevocably, guarantees to Heiser the prompt and complete payment by the Buyer when due of all principal of, and accrued but unpaid interest on, the Heiser Note (the “**Obligations**”).

(b) The Guarantor further agrees to pay any and all reasonable and documented expenses which may be paid or incurred by Heiser in enforcing or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, the Guarantor under this Guarantee. This Guarantee shall remain in full force and effect until the Obligations are paid in full.

(c) No payment or payments made by the Buyer or the Guarantor or received or collected by Heiser from the Buyer or the Guarantor by virtue of any action or proceeding or any set off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of the Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made by the Guarantor in respect of the Obligations or payments received or collected from the Guarantor in respect of the Obligations, remain liable for the Obligations until the Obligations are paid in full.

2. Representations and Warranties. The Guarantor represents and warrants to Heiser that as of the date of this Guarantee:

(a) Solvency. The Guarantor has not entered into this Guarantee in contemplation of insolvency or with intent to hinder, delay or defraud any of the Guarantor's creditors. The Guarantor is not insolvent within the meaning of 11 U.S.C. Section 101(32) and after giving effect to this Guarantee (i) will not cause the Guarantor to become insolvent, (ii) will not result in any property remaining with the Guarantor to be unreasonably small capital, and (iii) will not result in debts that would be beyond the Guarantor's ability to pay as same mature. The Guarantor has received reasonably equivalent value in exchange for executing this Guarantee.

(b) Ability to Perform. The Guarantor does not believe, nor does he have any reason or cause to believe, that he cannot perform each and every covenant contained in this Guarantee.

(c) Enforceability. This Guarantee has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms (subject to the effects of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

3. Successions or Assigns. This Guarantee shall inure to the benefit of the successors or assigns of Heiser that shall have, to the extent of their interest, the rights of Heiser hereunder. This Guarantee is binding upon the Guarantor and its successors and permitted assigns. The Guarantor shall not assign any of its obligations hereunder to any other person without the consent of Heiser, and any purported assignment in violation of this provision shall be void.

4. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the party to whom it is directed:

(a) If to the Guarantor:

Jason Pinson
701 Highlander Boulevard, Suite 500
Arlington, Texas 76015
Attention: Jason Pinson

(b) If to Heiser:

Marguerite L. Heiser
690 Meta Lane
New Smyrna Beach FL 32168
Email: Pheiser@c2ck9.com

5. Miscellaneous. This Guarantee shall not be amended, modified, released or discharged with respect to the Guarantor without the written consent of Heiser and the Guarantor. This Guarantee and the rights and obligations of the Guarantor and Heiser shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee to be duly executed and delivered as of the day and year first written above.

JASON PINSON

EXHIBIT C

ASSIGNMENT OF OWNERSHIP INTERESTS

THIS ASSIGNMENT OF OWNERSHIP INTERESTS (this “Assignment”) is made and entered into for all purposes effective as of _____, 2020 (the “Effective Date”), by and among ITC Capital Partners, LLC, a Delaware limited liability company (“ITC”), Marguerite L. Heiser, an individual residing in the State of Florida (“Heiser”), Paul Hammond, an individual residing in the State of Alabama (“Hammond”), Melanie S. Lanier, an individual residing in the State of Alabama (“Lanier”), and Mark W. Mahler, an individual residing in the State of Florida (“Mahler”), and 360 Security Partners, LLC, a Delaware limited liability company (“Assignee”). ITC, Heiser, Hammond, Lanier and Mahler are individually referred to herein as an “Assignor” and collectively as “Assignors”).

WITNESSETH

WHEREAS, Assignors and Assignee are parties to that certain Purchase Agreement dated August 17, 2020 (the “Purchase Agreement”) pursuant to which Assignors have agreed to sell and assign to Assignee, and Assignee has agreed to purchase, all or substantially all of Assignors’ direct or indirect ownership interests in VWK9, LLC, a Delaware limited liability company (“VWK9”), Cargo Screening K9 Alliance, LLC, a Delaware limited liability company (“CSK9”), Coast To Coast K9 Teams, LLC, a Florida limited liability company (“CCK9”), and Southern Coast K9, Incorporated, a Florida corporation (“SCK9”); and

WHEREAS, ITC and Hammond each own the percentage of the membership interests in VWK9 set forth opposite their names on Schedule 1 attached hereto and made a part hereof (the “VWK9 Interests”), which VWK9 Interests constitute, as of the Effective Date, 97.5% of the issued and outstanding membership interests of VWK9; and

WHEREAS, ITC, VWK9, and Hammond own the percentage of the membership interests in CSK9 set forth opposite their names on Schedule 1 hereto (the “CSK9 Interests”), which CSK9 Interests constitute, as of the Effective Date, 100% of the issued and outstanding membership interests of CSK9; and

WHEREAS, Heiser, Lanier and Mahler each owns the percentage of membership interests in CCK9 set forth opposite their names on Schedule 1 hereto (the “CCK9 Interests”), which CCK9 Interests constitute, as of the Effective Date, 100% of the issued and outstanding membership interests of CCK9; and

WHEREAS, CCK9 owns, as of the Effective Date, 100% of the issued and outstanding capital stock of SCK9 (the “SCK9 Interests”); and

WHEREAS, Assignors desires to sell, convey, and assign to Assignee, and Assignee desires to purchase and accept from Assignors, the VWK9 Interests, the CSK9 Interests, the CCK9 Interests, and, indirectly through its purchase of the CCK9 Interests, the SCK9 Interests (such interests of an individual Assignor being referred to herein as such Assignor's "Assigned Interest" and such interests of all Assignors collectively being referred to herein as the "Assigned Interests"), on the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Defined Terms. Terms defined in the Recitals hereto shall have the meanings prescribed therein when used elsewhere in this Assignment and capitalized terms used but not defined herein shall have the meanings given them in the Purchase Agreement.

2. Assignment and Acceptance of Assigned Interest. Each Assignor hereby sells, transfers, assigns, sets over, and delivers its Assigned Interest to Assignee, and Assignee hereby accepts the Assigned Interests.

3. Consideration. In consideration for the assignment made herein, and the other covenants and agreements contained herein and in the Purchase Agreement, Assignee shall contemporaneously herewith execute and deliver to ITC the ITC Note. ITC, by executing this Assignment, acknowledges receipt of the ITC Note and the prior receipt from Assignee of the Cash Payment. Heiser, Hammond, Lanier and Mahler, by executing this Assignment, each acknowledges that such Assignor has received the consideration set forth in Section 2.1 of the Purchase Agreement in consideration for the assignment of such Assignor's Assigned Interest.

4. Effective Date. The assignment and assumption made herein are effective as of the Effective Date.

5. Representations and Warranties of Assignor. Each Assignor hereby represents and warrants to Assignee with respect only to such Assignor's Assigned Interest as follows:

- a. The representations and warranties made by such Assignor in the Purchase Agreement are true and correct in all material respects as of the Effective Date (disregarding for such purposes any qualifications as to "materiality" or "Companies Material Adverse Effect" set forth in such representations and warranties), except to the extent such representations and warranties expressly relate to a specific date in which case such representations and warranties are true and correct in all material respects as of such date (disregarding for such purposes any qualifications as to "materiality" or "Companies Material Adverse Effect" set forth in such representations and warranties).
- b. Such Assignor is a limited liability company (in the case of ITC) and a natural person (in the case of Heiser, Hammond, Lanier and Mahler) that has the requisite power, authority and/or capacity to enter into this Assignment, to sell and assign such Assignor's Assigned Interest, and to perform such Assignor's obligations

hereunder; and each Assignor has obtained any consent, approval, authorization, or order of any court or governmental agency or body required for such Assignor's execution, delivery, and performance of this Assignment.

- c. This Assignment and all agreements, instruments, and documents herein provided to be executed or caused to be executed by such Assignor are duly authorized, executed, and delivered by and are and will be binding and enforceable against such Assignor.
 - d. There is no action, suit, or proceeding pending or, to any Assignor's knowledge, threatened against such Assignor in any court or by or before any other governmental agency or instrumentality that would prohibit such Assignor's entry into or performance of this Assignment. There is no action or suit by such Assignor pending or threatened against any other person or entity relating to such Assignor's Assigned Interest.
 - e. Such Assignor has been advised to and has engaged and consulted with such Assignor's own counsel, accountants, financial advisors, and any other advisors such Assignor deems necessary and appropriate. Such Assignor is capable of evaluating the risks and merits of entering into this Assignment and selling and assigning such Assignor's Assigned Interest hereunder. Such Assignor acknowledges that Assignee will not be responsible or liable for the legal, tax, or financial consequences to such Assignor of this Assignment and the sale and assignment of such Assignor's Assigned Interest hereunder. Such Assignor will look solely to, and rely upon, such Assignor's own advisors with respect to the legal, tax, and financial consequences of this Assignment and the sale and assignment of such Assignor's Assigned Interest hereunder.
 - f. Such Assignor is the sole legal and beneficial owner of all right, title, and interest in such Assignor's Assigned Interest, free and clear of all charges, claims, pledges, security interests, restrictions (other than any restriction on transferability imposed by federal or state securities laws), rights of first refusal, rights of first offer, purchase options, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent). Upon delivery of the Assigned Interest to Assignee and receipt of the consideration described in Section 3 above, Assignee will acquire good and marketable title to such Assignor's Assigned Interest free and clear of all charges, claims, pledges, security interests, restrictions (other than any restriction on transferability imposed by federal or state securities laws), rights of first refusal, rights of first offer, purchase options, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent).
6. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignors as follows:
- a. The representations and warranties made by Assignee in the Purchase Agreement are true and correct in all material respects as of the Effective Date (disregarding

for such purposes any qualifications as to “materiality” set forth in such representations and warranties), except to the extent such representations and warranties expressly relate to a specific date in which case such representations and warranties are true and correct in all material respects as of such date (disregarding for such purposes any qualifications as to “materiality” set forth in such representations and warranties).

- b. Assignee is a limited liability company that has the requisite power and authority to enter into this Assignment, to acquire and hold the Assigned Interests, and to perform its obligations hereunder; and Assignee has obtained any consent, approval, authorization, or order of any court or governmental agency or body required for its execution, delivery, and performance of this Assignment.
 - c. This Assignment and all agreements, instruments, and documents herein provided to be executed or caused to be executed by Assignee are duly authorized, executed, and delivered by and are and will be binding and enforceable against Assignee.
 - d. There is no action, suit, or proceeding pending or, to Assignee’s knowledge, threatened against Assignee in any court or by or before any other governmental agency or instrumentality that would prohibit Assignee’s entry into or performance of this Assignment.
 - e. Assignee has been advised to and has engaged and consulted with its own counsel (whether in-house or external), accountants, financial advisors, and any other advisors it deems necessary and appropriate. Assignee is capable of evaluating the risks and merits of an investment in the Assigned Interests and of protecting its own interests in connection with this investment. Assignee acknowledges that no Assignor will be responsible or liable for the legal, tax, or financial consequences to Assignee of an investment in the Assigned Interests. Assignee will look solely to, and rely upon, its own advisors with respect to the legal, tax, and financial consequences of its investment in the Assigned Interests.
7. Expenses. All fees and expenses incurred by any party in connection with this Assignment (and the transactions contemplated hereunder), including all fees of counsel, accountants, finders and brokers, shall be borne by the party incurring the same.
8. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee, and the Partnership and their respective legal representatives, successors, and assigns.
9. Survival of Representations. The representations, warranties, covenants, and agreements of the parties contained in this Assignment shall survive the consummation of the transactions contemplated hereby.
10. Joinder. Heiser, Hammond, Lanier and Mahler will each cause their spouse to execute this Assignment to acknowledge their consent to the terms hereof and to join in the

assignment of such Assignor's assignment to the extent of any community property or marital interest in such Assignor's Assigned Interest.

11. Modification and Waiver. No supplement, modification, waiver, or termination of this Assignment or any provision hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules.

13. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the Effective Date.

ASSIGNORS:

ITC CAPITAL PARTNERS, LLC

By: _____
Name:
Title:

PAUL HAMMOND

MARGUERITE L. HEISER

MELANIE S. LANIER

MARK W. MAHLER

ASSIGNEE:

360 SECURITY PARTNERS, LLC

By: _____
Name:
Title:

SPOUSAL JOINDER

I, the undersigned spouse of the Assignor named below, by my signature below, hereby acknowledge and represent to Assignee as follows: (a) I have no ownership interest in my spouse's Assigned Interest either directly or as a part of the community property or marital estate of my spouse and me; (b) I fully consent and agree to the terms and provisions of this Assignment insofar as it may affect any interest that I might have in my spouse's Assigned Interest; (c) my spouse has the sole power and authority to execute and deliver this Assignment and sell and assign his or her Assigned Interest; and (d) I will execute such additional documents as may be reasonably requested by Assignee to confirm the foregoing and to consummate the transactions contemplated by this Assignment.

[Signature]

Printed Name: _____

Spouse of _____

Date: _____, 2020

SCHEDULE 1**Assigned Interests****VWK9, LLC**

Assignor	Ownership Percentage
ITC Capital Partners, LLC	90.0%
Paul Hammond	7.5%
	<u>97.5%¹</u>

CARGO SCREENING K9 ALLIANCE, LLC

Assignor	Ownership Percentage
ITC Capital Partners, LLC	43%
Paul Hammond	14%
VWK9, LLC ²	43%
	<u>100%</u>

COAST TO COAST K9 TEAMS, LLC

Assignor	Ownership Percentage
Marguerite L. Heiser	51%
Mark W. Mahler	34.3%
Melanie S. Lanier	14.7%
	<u>100%</u>

¹ 2.5% of the membership interests of VWK9 are owned by employees of VWK9 who will not be selling their interests pursuant to the Purchase Agreement.

² VWK9, LLC will not assign its membership interest in CSK9 to Assignee. Assignee will acquire that interest through the assignment of the VWK9 Interests to Assignee.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "**Agreement**") sets forth terms under which Contractor (as identified below) shall at the request of Southern Coast K9, Inc., ("Company"), having a primary business address of 690 Meta Lane New Smyrna Beach, FL 32168, provide professional services either directly to Company or to customers of Company on Company's behalf. This Agreement is effective as of June 10th 2022 ("Effective Date").

1. Definitions.

"**Deliverables**" means the tangible and intangible results of the Services, including, but not limited to, any report, software, code, documentation or other material of any type provided by Contractor to Company under this Agreement.

"**Pre-Existing Intellectual Property**" means any proprietary methodologies, tools, models, software, procedures, documentation, know-how, processes, trade secrets, inventions, or works of authorship that have already been conceived or developed by Contractor before Contractor renders any Services under this Agreement.

"**Third Party Materials**" means any code, libraries, programs, software, documentation, or other intellectual property of any type which is not created solely by Contractor.

2. Services. Contractor shall provide professional services ("**Services**") to Company as described on one or more Statements of Work signed by Contractor and Company which reference this Agreement ("**SOW**" or "**Statement of Work**" or "**Services Agreement**"). Contractor shall perform Services in a prompt manner. At the direction of Company, Contractor shall provide Services directly to Company or to customers of Company on Company's behalf. The parties may execute additional Statements of Work describing Services, which will become part of this Agreement upon execution by Contractor and Company.

3. Ownership of Deliverables.

3.1 Ownership of Deliverables; Assignment of Rights. To the fullest extent permitted by law, all Deliverables shall be the property of Company and shall be deemed to be a "work made for hire" (as defined in Section 101 of Title 17 of the United States Code). To the extent any Deliverable is (for any reason whatsoever) determined not to be "work made for hire," Contractor hereby irrevocably and exclusively assigns, transfers, and conveys to Company all right, title and interest (including all patent, copyright, trademark, trade secret and any other intellectual property right) in and to the Deliverable (without regard to whether any particular Deliverable has been accepted by Company). The "work made for hire" designation and assignments in this Section 7.1 shall not apply to any Pre-Existing Intellectual Property.

3.2 Pre-Existing Intellectual Property.

(a) **Pre-Approval.** Contractor shall not use any Pre-Existing Intellectual Property in connection with this Agreement unless Contractor (i) has specifically identified such Pre-Existing Intellectual Property in the applicable SOW and (ii) has the right to use such Pre-Existing Intellectual Property for Company (and Company's licensees') benefit and to issue the licenses set forth in this section.

(b) **License.** If Contractor incorporates any Pre-Existing Intellectual Property into a Deliverable or furnishes any Pre-Existing Intellectual Property in conjunction with a Deliverable, Contractor hereby grants Company a non-exclusive, royalty-free, irrevocable, worldwide, perpetual license to: (i) make, have

made, sell, use, execute, reproduce, modify, adapt, display, perform, distribute, make derivative works of, import, and disclose the Pre-Existing Intellectual Property or products and services using the Pre-Existing Intellectual Property in conjunction with the use of the Deliverable and (ii) authorize or sublicense others from time to time to do any or all of the foregoing.

4. Payment. In exchange for Contractor's obligations under this Agreement, Company shall pay Contractor the fees set forth in the applicable SOW. All payments are due in U.S. Dollars. During the term of this agreement, out-of-pocket expenses, such as newswire service, postage, couriers, FedEx or long-distance phone calls, are not included in the above-referenced price and will be invoiced separately. Other items including, but not limited to, photography, printing, travel, lodging and accommodations or other services not outlined in this Agreement are not included in the above-referenced price and will not be incurred without prior client approval. Contractor acknowledges that this Section sets forth the only compensation which Contractor is entitled to receive in exchange for the Services and that Contractor shall not be entitled to any other payments, reimbursements, royalties, or consideration of any kind.

5. Term and Termination. This Agreement remains in effect until terminated in accordance with this Section. Either party may terminate this Agreement if the other party: (a) fails to cure any material breach of this Agreement within 30 days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter). In addition, either party may terminate this Agreement at any time when there is no SOW in effect upon 10 days advance written notice to the other party. All of the provisions of this Agreement shall survive any termination or expiration except Sections 2 (Services), 3 (No Subcontractor), 4 (Changes) and 8 (Payment)(except that Section 8 shall survive with respect to payments earned prior to termination).

6. Independent Contractor. Contractor shall be solely responsible and liable for any employment-related taxes, insurance premiums or other employment benefits respecting Contractor's performance of the Services. Neither Contractor nor any of Contractor's employees or subcontractors will be eligible for any benefits (including, without limitation, stock options, health insurance or retirement benefits) normally provided by Company to its employees. Contractor shall perform services on behalf of Company in the capacity of independent contractor, and not as an employee, partner, agent, or joint venture partner. Company shall not be responsible for the payment of any duties or taxes imposed on the income or profits of Contractor. Neither party will make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so.

7. Compliance with Laws. Each party shall perform all of its obligations under this Agreement and in compliance at all times with all foreign, federal, state and local statutes, orders and

regulations, including those relating to privacy and data protection.

8. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidential Information. Other than in the performance of the Agreement, neither Contractor nor Contractor's agents, employees, or subcontractors shall use or disclose to any person or entity any Confidential Information (as defined below) of Company (whether in written, oral, electronic, or other form), which is obtained from Company or otherwise prepared or discovered either in the performance of this Agreement, through access to Systems (as defined below), or while on Company premises. "Confidential Information" shall include, without limitation, all Deliverables, all information designated by Company as confidential, all information or data concerning or related to Company's products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales, costs, profits, pricing methods, organization, and employee and customer lists), and any information of the foregoing nature received from Company related to Company's customers or clients, which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. The provisions of this Section 14 relating to use and disclosure shall not apply to any information that: (i) is rightfully known to Contractor prior to disclosure by Company, (ii) is rightfully obtained by Contractor from any third party without restrictions on disclosure, (iii) is or becomes available to the public without restrictions; or (iv) is disclosed by Contractor with the prior written approval of Company. Contractor warrants and represents that each employee, agent, or subcontractor who performs work under this Agreement has been informed of the obligations contained herein and has agreed to be bound by them. The obligations set forth in this Section shall survive any expiration of termination of this Agreement.

10. Access to Company's Systems and Software.

15.1 Access to Company's Systems. Access, if any, to Company's computer, telecommunication, or other information systems (including computers, networks, voice mail, etc.) or those of any Company client or customer ("Systems") is granted solely to facilitate the business relationship described in this Agreement, and is limited to those specific Systems, time periods, and personnel designated by Company. Access is subject to business control and information protection policies as may be provided by Company. Any access to or use of any Systems except as expressly authorized is expressly prohibited. Without limiting the foregoing, Contractor warrants that it has adequate security measures in place to comply with the above obligations and to ensure that access granted hereunder will not impair the integrity and availability of Systems. Upon reasonable notice, Company may audit Contractor to verify Contractor's compliance with these obligations.

15.2 Access to Company's Software. Solely to the extent Company determines it is necessary for Contractor to have access to certain Company software or tools ("Company Software") in

order to perform the Services, subject to the terms and conditions of this Agreement, Company grants to Contractor a non-exclusive, non-transferable, non-sublicensable, royalty-free license, to use the Company Software solely for the performance of the Services. Contractor will not use any of the trade secrets, algorithms, inventions, or technology revealed or embodied by the Company Software except as necessary to perform the Services. No right is granted by this Agreement for the use of the Company Software directly or indirectly by others. Contractor may not sublicense or otherwise transfer, by contract, operation of law, or otherwise, any of the rights granted to Contractor herein. All rights not expressly licensed herein are reserved to Company and its suppliers.

11. Publicity. Neither party shall publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of the other, except as may be required by law. In particular, no press releases shall be made without the mutual written consent of each party.

12. Records. Contractor will keep and maintain complete and accurate records in connection with its performance of the Services and all fees charged to Company under this Agreement and will retain these records for at least 3 years after the amounts documented in these records become due. Company may audit such records during regular business hours upon reasonable advance notice and subject to reasonable confidentiality procedures not more than twice per year.

13. General. Neither party may assign this Agreement without the prior written consent of the other party, and any attempt to do so will be void. Any notice or consent under this Agreement will be in writing to the address specified below. No provision of this Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of the State of Texas and the United States without regard to conflicts of laws provisions thereof. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

Bill Heiser

Signature: _____

Print Name: _____

Print Title: _____


Bill Heiser

Southern Coast K9, Inc.

Signature: _____

Print Name: _____

Print Title: _____



Christina Liepold

Exhibit A – Statement of Work

June 10, 2022

Description of Services and Objectives

Consultant will provide consulting services to Company on an interim basis.

Consultant will review the company strategies, operational plans, metrics, and personnel with the objective of identifying changes that could be incorporated to improve the overall growth, performance, and profitability of the business.

Consultant will work with CEO in transitioning the management of operations, clients, sales in process, overseas procurement and credit lines, and dog selection, as well as any applicable DEA and other licenses and contracts.

Key Deliverables

Strategic assessment – work with the CEO to develop growth strategy and opportunities for improvement.

- Review each of the business lines of Southern Coast K9 Inc and Coast to Coast K9 LLC.
- Evaluate current status of each
- Recommend short term and long term future development plans for each business line
- With CEO, Communicate plan to Board of Directors

Transition Plan- Update 2021 proposed transition plan, including but not limited to transition of:

- Operations management
- Client management
- Canine selection
- Canine sourcing, contacts and credit lines
- Licenses and contracts
- Client contacts and sales

Operations Management and Transition Plan

Consultant, in conjunction with the CEO, shall manage the day to day operations of Southern Coast K9 Inc and Coast to Coast K9 LLC through the transition of Consultant's job duties to the CEO and management team. At the option of Consultant and Company, Consultant may continue to provide services to Employer post-transition. Such services may include the selection of canines, overseas procurement and source management, assistance with oversight of INL contract, and other advisory matters and will be the subject of an updated SOW.

Company's Duties

Company shall provide access to facilities, personnel, data, reporting and other necessary information. Company's personnel shall respond to information requests and provide necessary documents and information needed to complete assessments and transition plan.

Consultancy Hours and Fees

Consultant's hours and rates shall be as pursuant to the Letter of Intent dated September 24, 2021, between Bill Heiser and Employer, until such time that the parties may agree to any updates to such arrangement, pursuant to the June 2021 "William Heiser Transition Plan" submitted by Consultant.

Additional Terms and Conditions

Consulting project begins on a date mutually agreeable by company and consultant. Consultant shall abide by the terms of the Southern Coast K9 Inc. and Coast to Coast K9 LLC Employee Handbook. All airfare, hotel accommodations, car rental, travel meal expenses, and other miscellaneous expenses are reimbursed at cost. Consultant agrees to make best efforts to incur reasonable travel costs.
