

ADFIN SOLUTIONS, INC.

RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

December 28, 2012

This Right of First Refusal and Co-Sale Agreement (this "*Agreement*") is made as of the date first set forth above, by and among AdFin Solutions, Inc., a Delaware corporation (the "*Company*"), Jonathan Leitersdorf (the "*Common Holder*"), and the purchasers listed on the Schedule of Purchasers to that certain Series A Preferred Stock Purchase Agreement (the "*Purchase Agreement*") who are purchasing more than six hundred thousand (600,000) shares of Series A Preferred Stock pursuant to the Purchase Agreement (the "*Major Investors*").

RECITALS

A. The Common Holder owns shares of the Company's common stock (the "*Common Stock*"), as set forth on the Schedule of Common Holders and Major Investors attached as **Exhibit A** hereto (the "*Schedule of Common Holders and Major Investors*").

B. In order to induce the Investors to purchase shares of Series A Preferred Stock pursuant to the Purchase Agreement, the Company and the Common Holder desire to enter into this Agreement with the Major Investors.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other consideration, the receipt and adequacy of which hereby is acknowledged, the parties hereto agree as follows:

1. **Certain Definitions.** For purposes of this Agreement, the following terms have the following meanings:

(a) "*Initiating Major Investor*" means a Major Investor proposing to Transfer some or all of his/her/its shares of Series A Preferred Stock.

(b) "*IPO*" means the first underwritten sale of Company securities to the public pursuant to a registration statement under the Securities Act of 1933, as amended (the "*Securities Act*").

(c) "*Major Investor's Co-Sale Share*" means, as to the Right of Co-Sale (as defined below) with respect to any Major Investor, an amount determined by multiplying (i) the number of Shares of Offered Stock (as defined below) not purchased by the Company or the Non-Initiating Major Investors pursuant to Section 3 and remaining available for Transfer by the Common Holder or Initiating Major Investor by (ii) the ratio determined by dividing (A) the number of shares of Stock (as defined below) held by the Non-Initiating Major Investor exercising this right of co-sale by (B) the aggregate number of shares of Stock held by all Major Investors plus the number of shares of Stock held by the Common Holder or Initiating Major Investor selling such Offered Stock.

(d) ***“Non-Initiating Major Investor”*** means a Major Investor who is not an Initiating Major Investor.

(e) ***“Offered Stock”*** means all Stock held by a Common Holder or an Initiating Major Investor proposed to be the subject of a Transfer as defined in Section 1(j).

(f) ***“ROFR Share”*** means, as to the Right of First Refusal (as defined below) with respect to any Non-Initiating Major Investor, an amount determined by multiplying (i) the number of Shares of Offered Stock (as defined below) by (ii) the ratio determined by dividing (A) the number of shares of Stock (as defined below) held by such Non-Initiating Major Investor by (B) the aggregate number of shares of Stock held by all Major Investors.

(g) ***“Right of Co-Sale”*** means the right of co-sale provided to each non-Initiating Major Investor in Section 4 of this Agreement.

(h) ***“Right of First Refusal”*** means the right of first refusal provided to the Company and each Non-Initiating Major Investor in Section 3 of this Agreement.

(i) ***“Stock”*** means all shares of Common Stock and all shares of Series A Preferred Stock issued and outstanding at the relevant time plus (i) all shares of Common Stock that may be issued upon exercise or conversion of any options, warrants, convertible securities and other rights of any kind then outstanding, and (ii) all shares of Common Stock that may be issued upon conversion of any convertible securities issuable upon exercise of options, warrants or other rights then outstanding.

(j) ***“Transfer”*** means any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including but not limited to transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly, except:

(i) any bona fide pledge if the pledgee executes a counterpart copy of this Agreement and becomes bound thereby in the same manner as a Common Holder or Major Investor;

(ii) any transfers of Stock by a Common Holder or a Major Investor: (A) to a Common Holder’s or Major Investor’s spouse, lineal descendant or antecedent, father, mother, brother, sister, adopted child or adopted grandchild; (B) to the spouse of a Common Holder’s or Major Investor’s child, adopted child, grandchild or adopted grandchild; (C) to a trust or trusts for the exclusive benefit of a Common Holder or Major Investor, or a Common Holder’s or Major Investor’s family members as described in this Section 1(j)(ii); or (D) by devise or descent, in all cases if the transferee or other recipient executes a counterpart copy of this Agreement and becomes bound thereby in the same manner as the Common Holder or Major Investor;

(iii) any transfer of Stock by a Common Holder or Major Investor made: (A) pursuant to a merger or consolidation of the Company with or into another

corporation or corporations; (B) pursuant to the winding up and dissolution of the Company; (C) at, and pursuant to, the IPO; or (D) to each Major Investor pursuant to this Agreement; or

(iv) any bona fide gift to not-for-profit organizations.

2. **Notice of Proposed Transfer.** Before any Common Holder or Initiating Major Investor effects any Transfer of any Offered Stock, such Common Holder or Initiating Major Investor must submit at the same time to the Company and the Non-Initiating Major Investors a written notice signed by the Common Holder or Initiating Major Investor ("*Stockholder's Notice*") stating (a) the Common Holder's or Initiating Major Investor's bona fide intention to transfer such Offered Stock; (b) the number of shares of Offered Stock; (c) the name, address and relationship, if any, to the Common Holder or Initiating Major Investor of each proposed purchaser or other transferee; and (d) the bona fide cash price or, in reasonable detail, other consideration, per share for which the Common Holder or Initiating Major Investor proposes to transfer such Offered Stock (the "*Offered Price*"). Upon the request of the Company or an Initiating Major Investor, the Common Holder or Initiating Major Investor who wishes to effect a Transfer will promptly furnish such information to the Company and to the Non-Initiating Major Investors as may be reasonably requested to establish that the offer and proposed transferee are bona fide.

3. **Right of First Refusal.**

(a) **The Company and Major Investors' Right.** With respect to any Transfer by the Common Holder, or any Transfer by an Initiating Major Investor, the Company and the Non-Initiating Major Investors shall have a Right of First Refusal to purchase all or any part of the Offered Stock, exercisable as set forth in subsections (b) and (c) hereof, except that each Common Holder and each Major Investor shall be permitted to Transfer, and the Right of First Refusal shall not apply to the Transfer or Transfers of, in the aggregate over the term of this Agreement, up to five percent (5%) of the Common Holder's Stock or Major Investor's Stock, as calculated using the Common Stock and Series A Preferred Stock amounts set forth on the Schedule of Common Holders and Major Investors.

(b) **Exercise of the Company's Right of First Refusal.** The Company's Right of First Refusal may be exercised as follows:

(i) Upon receipt of a Stockholder's Notice, the Company shall have the irrevocable and exclusive right to purchase all or any portion of the Offered Stock.

(ii) If the Company desires to purchase all or any part of the Offered Stock, the Company must, within the twenty (20) day period (the "*Company Refusal Period*") commencing on the date of delivery of the Stockholder's Notice (the "*Offer Date*"), give written notice to the Common Holder or Initiating Major Investor of the Company's election to purchase all or any portion of the Offered Stock. If the Company does not elect during the Company Refusal Period to purchase all of the Offered Stock, the remaining shares of Offered Stock may be purchased by the Non-Initiating Major Investors as set forth in Section 3(c) below.

(iii) Within ten (10) days after expiration of the Company Refusal Period, the Company shall give written notice (the "*Company's Expiration Notice*") to the

Common Holder and to the Major Investors stating whether (A) the Company has exercised its Right of First Refusal with respect to all of the Offered Stock or (B) the Company's Right of First Refusal has lapsed or been waived as to any portion of the Offered Stock (specifying the number of shares as to which the Right of First Refusal has lapsed or been waived). Notwithstanding any failure by the Company to deliver a Company's Expiration Notice, to the extent that the Company does not exercise its Right of First Refusal during the Company Refusal Period, it shall be deemed to have waived such right; however, a failure to deliver a Company's Expiration Notice shall not affect the Non-Initiating Major Investors' Right of First Refusal as set forth in Section 3(c) below.

(c) **Exercise of Major Investors' Right of First Refusal.** The Major Investors' Right of First Refusal may be exercised as follows:

(i) To the extent the Company does not exercise its right to purchase all of the Offered Stock, each Non-Initiating Major Investor shall have the opportunity to purchase up to such Major Investor's ROFR Share of the remaining Offered Stock.

(ii) If a Non-Initiating Major Investor or its assignees desires to purchase any remaining Offered Stock, such Non-Initiating Major Investor must, within a twenty (20) day period commencing on the earlier of (A) the date of the Company's Expiration Notice or (B) the thirtieth (30th) day after the Offer Date, give written notice to the Common Holder or the Initiating Major Investor and to the Company of such Non-Initiating Major Investor's election to purchase all or a portion of such Major Investor's ROFR Share of the remaining Offered Stock. To the extent that a Non-Initiating Major Investor does not elect to exercise its Right of First Refusal during this period, the Non-Initiating Major Investor shall be deemed to have waived such right.

(d) **Purchase Price.** The purchase price for the Offered Stock to be purchased by the Company or a Non-Initiating Major Investor exercising its Right of First Refusal under this Agreement will be the Offered Price, but will be payable as set forth in Section 3(e) hereof. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration will be determined by the Board of Directors of the Company in good faith, which determination will be binding upon the Company, the Major Investors and the Common Holder absent fraud or error.

(e) **Payment.** Payment of the purchase price for the Offered Stock purchased by the Company or by a Non-Initiating Major Investor exercising its Right of First Refusal shall be made prior to the sixtieth (60th) day following the Offer Date. Payment of the purchase price will be made by the Company or the Non-Initiating Major Investors (i) by check or by wire transfer of immediately available funds, (ii) by cancellation of all or a portion of any outstanding indebtedness of the Common Holder or an Initiating Major Investor to the Company or a Non-Initiating Major Investor, as applicable, or (iii) by any combination of the foregoing.

(f) **Rights as a Shareholder.** To the extent that the Company or a Non-Initiating Major Investor exercises its Right of First Refusal to purchase the Offered Stock, then, upon consummation of such purchase, the Common Holder or the Initiating Major Investor will have no further rights as a holder of the Offered Stock except the right to receive payment for the

Offered Stock from the Company or the Non-Initiating Major Investors in accordance with the terms of this Agreement, and the Common Holder or Initiating Major Investor will forthwith cause all certificate(s) evidencing such Offered Stock to be surrendered to the Company for transfer to the Company or to the Non-Initiating Major Investors.

(g) **Common Holder's Right to Transfer.** If the Rights of First Refusal of the Company and the Non-Initiating Major Investors have lapsed or been waived as to any portion of the Offered Stock, then, subject to the Right of Co-Sale set forth in Section 4 below, the Common Holder or Initiating Major Investor may transfer that portion of the Offered Stock to any person named as a purchaser or other transferee in the Stockholder's Notice, at the Offered Price or at a higher price, provided that such transfer (i) is consummated within ninety (90) days following the Offer Date and (ii) is in accordance with all the terms of this Agreement. If the Offered Stock is not so transferred during such 90 day period, then the Common Holder or Initiating Major Investor may not transfer any of such Offered Stock without complying again in full with the provisions of this Agreement.

4. **Right of Co-Sale.**

(a) **Right of Co-Sale.** If the Company and the Major Investors do not exercise their rights to purchase all of the Offered Stock pursuant to Section 3 above, the Common Holder or Initiating Major Investor shall deliver to the Company and each (other) Major Investor a written notice (the "*Co-Sale Notice*") setting forth the number of shares of Offered Stock that are not being purchased by the Company or the Non-Initiating Major Investors. Any Major Investor that has not exercised its Major Investor's Right of First Refusal shall have a right to participate in the Transfer of such remaining Offered Stock on the same terms and conditions as the Common Holder or Initiating Major Investor by selling up to the Non-Initiating Major Investor's Co-Sale Share of the remaining Offered Stock specified in the Co-Sale Notice. To exercise this right, the Non-Initiating Major Investor must, within ten (10) days following the date when the Co-Sale Notice is given, give written notice to the Common Holder or Initiating Major Investor, with a copy to the Company, setting forth the number of shares and type of Stock that the Non-Initiating Major Investor elects to sell under the Right of Co-Sale. To the extent one or more of the Non-Initiating Major Investors exercise such Right of Co-Sale, the number of shares of Offered Stock that the Common Holder or Initiating Major Investor may sell in the transaction shall be correspondingly reduced.

(b) **Consummation of Co-Sale.** A Non-Initiating Major Investor shall consummate the exercise of the Right of Co-Sale by delivering to the Common Holder or the Initiating Major Investor at the closing of the Transfer of Offered Stock to such transferee (the "*Closing*") one or more certificates, properly endorsed for transfer, representing the stock to be transferred by such Non-Initiating Major Investor. At the Closing, such certificates will be transferred and delivered to the transferee set forth in the Stockholder's Notice in consummation of the Transfer of the Offered Stock pursuant to the terms and conditions specified in the Stockholder's Notice, and the Common Holder or Initiating Major Investor will remit, or will cause to be remitted, to such Non-Initiating Major Investor within three (3) business days after the Closing that portion of the proceeds of the Transfer to which such Non-Initiating Major Investor is entitled by reason of such Major Investor's participation in such Transfer pursuant to the Right of Co-Sale.

5. **Multiple Series, Class or Type of Stock.** If the Offered Stock consists of more than one series or class or type of Stock, the Company and the Non-Initiating Major Investors shall have the right to purchase or transfer hereunder, as the case may be, each such series, class or type; provided, however, that if, as to the Right of Co-Sale, a Non-Initiating Major Investor does not hold any of such series, class, or type, and the proposed transferee is not willing, at the Closing, to purchase a different series, class or type of Stock from such Non-Initiating Major Investor, or is unwilling to purchase any Stock from such Non-Initiating Major Investor, then such Major Investor will have the put right (the "**Put Right**") set forth in Section 6(b) hereof.

6. **Refusal to Transfer; Put Right.**

(a) **Refusal to Transfer.** Any attempt by a Common Holder or Initiating Major Investor to transfer any Stock in violation of any provision of this Agreement will be void. The Company will not be required to (i) transfer on its books any Stock that has been sold, gifted or otherwise transferred in violation of this Agreement, or (ii) treat as owner of such Stock, or accord the right to vote or pay dividends to any purchaser, donee or other transferee to whom such Stock may have been so transferred.

(b) **Put Right.** If a Common Holder or Initiating Major Investor transfers any Stock in contravention of a Major Investors' Right of Co-Sale under this Agreement (a "**Prohibited Transfer**"), or if the proposed transferee of Offered Stock desires to purchase only the class, series or type of stock offered by a Common Holder or Initiating Major Investor, or is unwilling to purchase any Stock from a Non-Initiating Major Investor and the provisions of Section 5 hereof apply, such Non-Initiating Major Investor may, by delivery of written notice to the Common Holder or Initiating Major Investor (a "**Put Notice**") within ten (10) days after the later of (i) the Closing as defined in Subsection 4(b) above, or (ii) the date on which the Non-Initiating Major Investor becomes aware of the Prohibited Transfer or the terms thereof, require the Common Holder or the Initiating Major Investor to purchase from such Non-Initiating Major Investor for cash or such other consideration as the Common Holder or Initiating Major Investor received in the Prohibited Transfer or at the Closing up to a number of shares of Stock (of the same class, series or type as were transferred in the Prohibited Transfer or at the Closing if such Non-Initiating Major Investor then owns Stock of such class, series or type; otherwise of Common Stock) equal to the Non-Initiating Major Investor's Co-Sale Share, at a purchase price equal to the aggregate purchase price such Non-Initiating Major Investor would have received in the closing of such Prohibited Transfer if the Non-Initiating Major Investor had exercised its Right of Co-Sale with respect thereto or in the Closing if the proposed transferee had been willing to purchase the Stock offered by the Non-Initiating Major Investor. The closing of such sale to the Common Holder or the Initiating Major Investor will occur within seven (7) days after the date when the Put Notice is given.

7. Restrictive Legend; Stop-Transfer Orders.

(a) **Right of First Refusal and Co-Sale Legend.** The Common Holders and Major Investors understand and agree that the Company will cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents or instruments evidencing ownership of Stock by the Common Holders and Major Investors:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RIGHTS OF FIRST REFUSAL AND RIGHTS OF CO-SALE AS SET FORTH IN A RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT ENTERED INTO BY THE HOLDER OF THESE SHARES, THE COMPANY AND CERTAIN SHAREHOLDERS OF THE COMPANY. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. SUCH RIGHTS OF FIRST REFUSAL AND RIGHTS OF CO-SALE ARE BINDING ON CERTAIN TRANSFEREES OF THESE SHARES.

(b) **Stop Transfer Instructions.** The Common Holders and Major Investors agree, to ensure compliance with the restrictions referred to herein, that the Company may issue appropriate "stop transfer" certificates or instructions and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its records.

8. Termination and Waiver.

(a) **Termination.** The Right of First Refusal and Right of Co-Sale will terminate upon the earliest to occur of (i) the closing of the IPO or (ii) the consummation of a transaction that is deemed to be a liquidation pursuant to the Company's Certificate of Incorporation.

(b) **Waiver.** The application of the Right of First Refusal and Right of Co-Sale as to any proposed Transfer by any Common Holder or Major Investor of any Stock may be waived (either generally or in a particular instance and either retroactively or prospectively) only by the written agreement of the Company and Major Investors who beneficially own at least a ninety percent (90%) majority of the Common Stock issuable or issued upon conversion of the Series A Preferred Stock issued to all Major Investors; *provided, however*, that such rights may not be waived with respect to any Investor without the written consent of such Investor unless such amendment or waiver applies to all Investors in the same fashion. The Company and the Major Investors will have the absolute right to exercise or refrain from exercising any right or rights that such party may have by reason of this Agreement, including, without limitation, the right to purchase or participate in the sale of Offered Stock, and neither the Company nor the Major Investors will incur any liability to any other party hereto with respect to exercising or refraining from exercising any such right or rights. Any waiver by a party of its rights hereunder will be effective only if evidenced by a written instrument executed by such party or its authorized representative.

9. **Miscellaneous.**

(a) **Notices, Etc.** Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by facsimile when receipt is electronically confirmed, one business day after delivery to a nationally recognized overnight delivery service, or otherwise upon receipt, addressed (i) if to an Investor, at the address set forth below such Investor's name on the Schedule of Purchasers to the Purchase Agreement, (ii) if to a Common Holder or Major Investor, at the address set forth in the Schedule of Common Holders and Major Investors hereto, and (iii) if to the Company, at the address set forth below:

AdFin Solutions, Inc.
10 East 53rd Street, 37th Floor
New York, NY 10022
[REDACTED]
Attn: Jeanne Houweling, CEO

with a copy to:

DLA Piper LLP (US)
2000 University Avenue
East Palo Alto, 94303-2215
Fax: [REDACTED]
[REDACTED]
Attn: Matt Oshinsky, Esq.

Any party hereto may, by ten (10) days' prior notice so given, change its address for future notices hereunder.

(b) **Binding on Successors and Assigns; Inclusion Within Certain Definitions.** This Agreement, and the rights and obligations of the parties hereunder, will inure to the benefit of, and be binding upon, their respective successors, assigns, heirs, executors, administrators and legal representatives. Any permitted transferee of the Common Holders who is required to become a party hereto will be considered a "Common Holder" for purposes of this Agreement and any permitted transferee of Stock held by a Major Investor will be considered a "Major Investor" for purposes of this Agreement.

(c) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible and such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had (to the extent not enforceable) never been contained herein.

(d) **Amendment.** This Agreement may be amended only by a written instrument executed by the Company, Major Investors who beneficially own at least a ninety percent (90%) majority of the shares of Common Stock issuable or issued upon conversion of the Series A Preferred Stock issued to all Major Investors, and Common Holders who beneficially own at least a majority of the shares of Common Stock owned by all Common Holders.

(e) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York as such laws are applied to agreements between New York residents entered into and to be performed entirely within New York without regard to conflict of law principles.

(f) **Obligation of Company; Binding Nature of Exercise.** The Company agrees to use its best efforts to enforce the terms of this Agreement, to inform the Common Holders and the Major Investors of any breach hereof (to the extent the Company has knowledge thereof) and to use reasonable efforts to assist the Common Holders and the Major Investors in the exercise of their rights and the performance of their obligations hereunder. Any exercise of the Right of First Refusal or Right of Co-Sale will be binding upon the party so exercising, and may not be withdrawn without the written consent of the Common Holders or Initiating Major Investor, except that such exercise may be withdrawn unilaterally by the exercising party if there is any legal prohibition as to a party's consummation of its purchase or sale hereunder.

(g) **Aggregation of Stock.** For the purposes of determining the availability of any rights under this Agreement, the holdings of any transferee and assignee of an individual or a partnership who is a spouse, ancestor, lineal descendant or sibling of such individual or partners or retired partners of such partnership or affiliates of such partnership (including spouses and ancestors, lineal descendants and siblings of such partners or spouses who acquire Stock by gift, will or intestate succession) shall be aggregated together with the individual or partnership, as the case may be, for the purpose of exercising any rights or taking any action under this Agreement.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.

(i) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter hereof and supersedes in their entirety all other agreements or understandings between or among the parties hereto with respect to such specific subject matter.

(j) **Additional Investors.** Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Series A Stock after the date hereof pursuant to the Series A Agreement, any purchaser of such shares of Series A Stock may become a party to this Agreement by executing and delivering a counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" and "Holder" for all purposes hereunder, without the need for any consent, approval or signature of any Investor.

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal and Co-Sale Agreement as of the date first written above.

ADFIN SOLUTIONS, INC.

By: *Jeanne Houweling*
Jeanne Houweling
Chief Executive Officer

COMMON HOLDER:

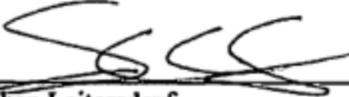
Jonathan Leitersdorf

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal and Co-Sale Agreement as of the date first written above.

ADFIN SOLUTIONS, INC.

By: _____
Jeanne Houweling
Chief Executive Officer

COMMON HOLDER:



Jonathan Leitersdorf

COUNTERPART SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

INVESTOR:

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a cursive 'J' and a horizontal line extending to the right.

David J. Mitchell

COUNTERPART SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

INVESTOR:


Jonathan Leitersdorf

COUNTERPART SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

INVESTOR:



Richard Kirshenbaum

**COUNTERPART SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT**

INVESTOR:



Tom Glocer

IN WITNESS WHEREOF, each of the parties hereto has executed this Right of First Refusal and Co-Sale Agreement as of the date first set forth above.

PREFERRED HOLDER:

SOUTHERN TRUST COMPANY, INC.

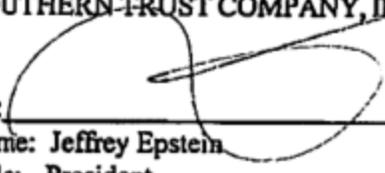
By: 
Name: Jeffrey Epstein
Title: President

EXHIBIT A

SCHEDULE OF COMMON HOLDERS AND MAJOR INVESTORS

<u>Name</u>	<u>Shares Held</u>
Jonathan Leitersdorf	8,000,000 Common Stock 3,428,571 Series A Preferred Stock
David J. Mitchell	2,285,714 Series A Preferred Stock