FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **2020-08-19** | Period of Report: **2020-06-30**
SEC Accession No. 0001477932-20-005086

FILER

Quad M Solutions, Inc.
CIK:**66600**| IRS No.: **820144710** | State of Incorp.:**ID** | Fiscal Year End: **0930**
Type: **10-Q** | Act: **34** | File No.: **001-03319** | Film No.: **201117909**
SIC: **1090** Miscellaneous metal ores

Mailing Address
122 DICKINSON AVENUE
TOMS RIVER NJ 08753

Business Address
122 DICKINSON AVENUE
TOMS RIVER NJ 08753
732-423-5520

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended June 30, 2020

Commission file number: 1-03319

Quad M Solutions, Inc.

(Exact name of registrant as specified in its charter)

Idaho	**82-0144710**
(State or Other Jurisdiction of Incorporation or Organization)	**(**I.R.S. Employer Identification Number**)**
115 River Road, Suite 151, Edgewater, NJ	**07020**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: **(732) 423-5520**

122 Dickinson Avenue, Toms River, NJ 08753
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act: **None**

Title of each class	Trading Symbols	Name of each exchange on which registered
N/A	**N/A**	**N/A**

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
Emerging growth company	☒		

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

Indicate by check mark whether registrant is a shell company (as defined in Rule 12b-2 of the Act): Yes ☐ No ☒

As of August 18, 2020, there were 2,980,393 shares of the issuer's common stock outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

QUAD M SOLUTIONS, INC
(fka MINERAL MOUNTAIN MINING AND MILLING COMPANY)

CONSOLIDATED BALANCE SHEETS

	June 30, 2020	September 30, 2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 393,637	$ 14,700
Debt receivable	-	-
Total Current Assets	393,637	14,700
TOTAL ASSETS	$ 393,637	$ 14,700
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 9,220	$ 34,710
Accrued interest	145,042	39,312
Deferred Payroll	-	-
Notes payable - related party	59,790	58,128
Convertible debt, net	1,091,514	351,275
Derivative liablitiy	2,927,589	1,509,792
Accrued expense	658,833	283,833
Aurum payable	400,000	400,000
Note payable	250,000	-
Total Current Liabilities	5,541,988	2,677,050
TOTAL LIABILITIES	5,541,988	2,677,050
COMMITMENTS AND CONTINGENCIES	-	-
STOCKHOLDERS' EQUITY		
Preferred stock, $.10 par value, 10,000,000 shares authorized, none issued and outstanding	81,575	80,000
Common stock, $0.001 par value, 100,000,000 shares authorized; 69,559,649 and 68,977,733 shares issued and outstanding	2,779	68,978
Additional paid-in capital	5,341,020	4,271,462
Shares to be issued	41,558	-
Subscription receivable	(3,100)	(3,100)
Accumulated deficit	(10,612,183)	(7,079,690)
Total Stockholders' Equity	(5,148,351)	(2,662,350)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 393,637	$ 14,700

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

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QUAD M SOLUTIONS, INC
(fka MINERAL MOUNTAIN MINING AND MILLING COMPANY)
CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Months Ended June 30	Nine Months Ended June 30

	2020	2019	2020	2019 restated
REVENUES	$ 4,731,316	$ 0	$10,044,022	$ -
COST OF SALES	4,542,031	0	9,676,191	-
GROSS PROFIT	189,285	-	367,831	-
OPERATING EXPENSES				
Insurance expense	65,466		260,862	
Professional fees	2,000	287,237	5,028	342,780
General and administrative	360,548	50,423	885,795	107,014
Sales expense	46,508		104,312	-
Payroll expense	-	48,852	-	147,962
Mineral property expense	-	12,500	-	39,801
Travel	26	-	39,948	-
Directors' fees	-	-	-	22,000
Stock Compensation	-		40,000	
TOTAL OPERATING EXPENSES	474,548	399,012	1,335,945	659,557
LOSS FROM OPERATIONS	(285,263)	(399,012)	(968,114)	(659,557)
OTHER INCOME (EXPENSES)			-	
Interest expense	(297,788)	(23,827)	(1,036,096)	(28,676)
Financing fees	(22,399)	(25,000)	(123,270)	(25,000)
Gain (loss) on issuance of convertible debt	(492,277)	(36,918)	(1,526,454)	(108,076)
Gain (loss) on revaluation of derivative	596,890	64,848	165,968	100,601
Loss on assignment of receivable	-		(35,699)	-
Other expense	-4269.35		(13,788)	
Other Income	4,960		4,960	
TOTAL OTHER INCOME (EXPENSES)	(214,883)	(20,897)	(2,564,379)	(61,151)
LOSS BEFORE TAXES	(500,146)	(419,909)	(3,532,493)	(720,708)
INCOME TAXES			-	-
NET LOSS	$ (500,146)	$ (419,909)	$ (3,532,493)	$ (720,708)
NET LOSS PER COMMON SHARE, BASIC AND DILUTED	$ (0.64)	$ (0.64)	$ (4.79)	$ (1.11)
WEIGHTED AVERAGE NUMBER OF COMMON STOCK SHARES OUTSTANDING, BASIC AND DILUTED	785,794	655,929	738,089	649,652

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

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QUAD M SOLUTIONS, INC
(fka MINERAL MOUNTAIN MINING AND MILLING COMPANY)
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

Common Stock		Preferred Stock		Additional Paid-in	Accumulated	Stock to be Issued or Subscription	Total Stockholders'
Shares	Amount	Shares	Amount	Capital	Deficit	receivable	Equity

Balance, September 30, 2018	604,362	$ 604	-	$ -	$ 2,812,432	$ (3,026,478)	$ 55,000	$ (158,441)
Common stock issued for cash	39,250	39	-	-	173,961		(55,000)	119,000
Common stock issued for services	2,000	2	-	-	49,998			50,000
Common stock issued for directors' fees	1,100	1	-	-	21,999			22,000
Common stock issued for officers' fees	40,000	40	-	-	79,960			80,000
Rescinded shares	(43,000)	(43)	-	-	43			-
Net income for period ending December 31, 2018	-	-	-	-	-	(300,798)	-	(300,798)
Balance, December 31, 2018 (unaudited)	643,712	$ 644	-	$ -	$ 3,138,393	$ (3,327,276)	$ -	$ (188,241)
Common stock issued for cash	17,580	18	-	-	63,982		-	64,000
Common stock issued for services	10,000	10	-	-	229,990			230,000
Common stock issued for officers' fees	2,200	2	-	-	4,998			5,000
Common stock issued for financing fees asset	14,286	14	-	-	99,986			100,000
Net income for period ending March 31, 2019	-	-	-	-	-	(419,910)	-	(419,910)
Balance, March 31, 2019 (unaudited)	687,777	$ 688	-	$ -	$ 3,537,349	$ (3,747,186)	$ -	$ (209,150)

Preferred shares issued for subsidiaries			800,000	80,000				80,000
Retirement derivative liability					60,372			60,372
Subscription receivable							(3,100)	(3,100)
Net income for period ending June 30, 2019	-	-	-	-	-	(1,563,631)	-	(1,563,631)
Balance, June 30, 2019 (unaudited)	687,777	$ 688	800,000	$ 80,000	$ 3,597,721	$ (5,310,817)	$ (3,100)	$ (1,635,509)
Common stock issued for services	2,000	2	-	-	19,398		-	19,400
Retirement of derivative liability					79,896			79,896
Warrants issued for convertible debt					507,581			507,581
Retirement of derivative liability					135,155			135,155
Net income for period ending September 30, 2019	-	-	-	-	-	(1,768,873)		(1,768,873)
Balance, September 30, 2019	689,777	$ 690	800,000	$ 80,000	$ 4,339,751	$ (7,079,690)	$ (3,100)	$ (2,662,350)
Common stock issued for investor relations								-
Common stock issued for convertible debt	7,819	8			7,452			7,460
Warrants issued for convertible debt					98,000			98,000
Retirement of					19,564			19,564

derivative liability								
Stock to be issued	(2,000)	(2)			(19,398)		21,558	2,158
Net income for period ending December 31, 2019	-	-	-	-	-	(705,666)		(705,666)
Balance, December 31, 2019	695,596	$ 695	800,000	$ 80,000	$ 4,445,369	$ (7,785,356)	$ 18,458	$ (3,240,835)
Common stock issued for services	5,000	5			19,995		20,000	40,000
Common stock issued for convertible debt	130,094	130			120,940			121,070
Preferred stock issued for financing fees			20,750	2,075				2,075
Conversion of preferred stock	43,750	44	(5,000)	(500)	1,706			1,250
Retirement of derivative liability					142,376			142,376
Warrants issued for convertible debt					32,214			32,214
Net income for period ending March 31, 2020	-	-	-	-	-	(2,326,681)		(2,326,681)
Balance, March 31, 2020	874,440	$ 874	815,750	$ 81,575	$ 4,762,600	$ (10,112,037)	$ 38,458	$ (5,228,529)
Common stock issued for services	10,000	10			5,490			5,500
Common stock issued for convertible debt	1,337,107	1,337			164,954			166,291
Conversion of warrants	556,986	557			(557)			(0)
Retirement of					408,531			408,531

derivative liability								
Net income for period ending March 31, 2020	-	-	-	-	-	(500,146)		(500,146)
Balance, March 31, 2020	2,778,533	$ 2,778	815,750	$ 81,575	$ 5,341,018	$ (10,612,183)	$ 38,458	$ (5,148,351)

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

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QUAD M SOLUTIONS, INC
(fka MINERAL MOUNTAIN MINING AND MILLING COMPANY)
CONSOLIDATED STATEMENTS OF CASH FLOWS

	9 Months Ended June 30	
	2020	restated 2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$(3,532,493)	$ (720,708)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Amortization of debt discount	862,860	5,351
Amortization of financing fees	-	-
Common stock issued for services	32,408	50,000
Common stock issued for officers' and directors' fees	0	22,000
Common stock convertible debt default	-	-
Loss on issuance of convertible debt	1,526,454	71,158
Gain on revalutaion of derivative liability	(165,968)	(35,753)
Loss on assigment of receivables	35,699	
Loss on disposal on subsidiary	-	
Preferred stock issued for financing fees	2,075	
Warrants issued for directors' fees	-	-
Conversion of preferred stock	1,250	
Financing fees	159,629	
Changes in assets and liabilities:		
Increase (decrease) in accounts payable	(25,489)	(4,399)
Increase (decrease) in accrued interest	158,149	(502)
Increase (decrease) in deferred payroll	-	53,713
Increase (decrease) in accrued expense	375,000	-
Net cash used by operating activities	(570,426)	(559,140)
CASH FLOWS FROM INVESTING ACTIVITIES:	-	-
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from sale of common stock and warrants	-	119,000
Proceeds from convertible debt, net	782,400	60,000
Payment on convertible debt	(49,000)	
Proceeds from note payable-related party	1,662	-
Proceeds from note payable	250,000	

Proceeds from assignment of receivables	59,851	-
Payment on assignment of receivables	(95,550)	-
Net cash provided by financing activities	949,363	179,000
INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS	378,937	(380,140)
Cash, beginning of period	14,700	1,900
Cash, end of period	$ 393,637	$ (378,240)
	(0)	
SUPPLEMENTAL CASH FLOW INFORMATION:		
Interest paid	$ -	$ -
Income taxes paid	$ -	$ -
Common stock issued for convertible debt	$ 7,460	$ -
Derivative liability	$ 144,000	$ -

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

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QUAD M SOLUTIONS, INC
(fka MINERAL MOUNTAIN MINING & MILLING COMPANY)
Notes to Condensed Consolidated Financial Statements
(Unaudited)
JUNE 30, 2020

NOTE 1 - ORGANIZATION AND DESCRIPTION OF BUSINESS

Quad M Solutions, Inc ("the Company"), f/k/a Mineral Mountain Milling and Mining Company, was incorporated under the laws of the State of Idaho on August 4, 1932 for the purpose of mining and exploring for non-ferrous and precious metals, primarily silver, lead and copper. Until April 16, 2019, the Company had two wholly owned subsidiaries, Nomadic Gold Mines, Inc., an Alaska corporation, and Lander Gold Mines, Inc., a Wyoming corporation (the "MMMM Mining Subsidiaries"). On April 16, 2019, the Company divested itself of seventy-five percent of the MMMM Mining Subsidiaries to Aurum, LLC, a newly organized Nevada corporation ("Aurum") formed by Sheldon Karasik, the Company's former CEO, for the purpose of entering into the MBO Agreement and operating the Company's formerly wholly-owned mining subsidiaries. Reference is made to *Recent Developments-Former MMMM Mining Subsidiaries* under Note 3 – Former Mining Operations, below.

On March 22, 2019 the Company entered into two separate Share Exchange Agreements pursuant to which it agreed to acquire 100% of the capital stock of two newly organized private entities, NuAxess 2, Inc., a Delaware corporation, and PR345, Inc., a Texas corporation n/k/a Openaxess, Inc., in consideration for the issuance of 400,000 shares of Series C Preferred Stock, issued to the control shareholders of each of NuAxess and PR345,n/k/a Openaxess and 400,000 shares of Series D Preferred Stock, issued to the minority, non-control shareholders of the two entities. The closing of the two Share Exchange Agreements occurred on April 16, 2019, at which date NuAxess and PR345 became wholly-owned subsidiaries of the Company.

On May 13, 2019, the Company filed a Definitive Information Statement on Schedule 14C for the purpose of implementing the following corporate actions: (i) the increase in the authorized shares of common stock from 100 million shares to 900 million shares (the "Authorized Common Stock Share Increase"); and (ii) change the name of the Company from Mineral Mountain Mining & Milling Company to Quad M Solutions, Inc. (the "Name Change").

On June 7, 2019, the Company filed Articles of Amendment to its Articles of Incorporation with the Secretary of State of the State of Idaho effecting the Name Change. On June 14, 2019 the Company filed Articles of Amendment to its Articles of Incorporation with the Secretary of State of the State of Idaho effecting the Authorized Common Stock Share Increase. In addition, effecting the Authorized Common Stock Share Increase. In addition, on July 19, 2019, the Company obtained the requisite approval from FINRA for the Name Change.

The foregoing unaudited interim financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information. Accordingly, these financial statements do not include all of the disclosures required by generally accepted accounting principles in the United States of America for complete financial statements. These unaudited interim financial statements should be read in conjunction with the Company's audited financial statements for the year ended September 30, 2019. In the opinion of management, the unaudited interim financial statements furnished herein includes all adjustments, all of which are of a normal recurring nature, necessary for a fair statement of the results for the interim period presented. Operating results for the nine-month period ended June 30, 2020 are not necessarily indicative of the results that may be expected for the year ending September 30, 2020.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Quad M Solutions, Inc and its two wholly owned subsidiaries is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States and have been consistently applied in the preparation of the financial statements.

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Fair Value of Financial Instruments

The Company's financial instruments as defined by ASC 825-10-50, include cash, receivables, accounts payable and accrued expenses. All instruments are accounted for on a historical cost basis, which, due to the short maturity of these financial instruments, approximates fair value at September 30, 2019 and June 30, 2020.

The standards under ASC 820 defines fair value, establishes a framework for measuring fair value in accordance with generally accepted accounting principles, and expands disclosures about fair value measurements. FASB ASC 820 establishes a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

Level 1. Observable inputs such as quoted prices in active markets;

Level 2. Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3. Unobservable inputs in which there is little of no market data, which require the reporting entity to develop its own assumptions.

The Company has convertible debt of $706,066 measured at fair value at June 30, 2020.

	June 30, 2020	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Derivative liability				$ 3,101,735
Total				$ 3,101,735

Going Concern

As shown in the accompanying financial statements, the Company has incurred cumulative operating losses since inception. As of June 30, 2020, the Company has limited financial resources with which to achieve its objectives and attain profitability and positive cash flows from operations. As shown in the accompanying balance sheets and

statements of operations, the Company has an accumulated deficit of $10,112,037. The Company's working capital deficit is $5,228,529.

Achievement of the Company's objectives will depend on its ability to obtain additional financing, to generate revenue from current and planned business operations, and to effectively operating and capital costs.

The Company plans to fund the operations of its two wholly-owned subsidiaries, NuAxess and PR345, by potential sales of its common stock and/or by issuing debt securities to institutional investors. However, there is no assurance that the Company will be able to achieve these objectives, therefore substantial doubt about its ability to continue as a going concern exists.

Provision for Taxes

Income taxes are provided based upon the liability method of accounting pursuant to ASC 740-10-25 *Income Taxes – Recognition*. Under the approach, deferred income taxes are recorded to reflect the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. A valuation allowance is recorded against deferred tax assets if management does not believe the Company has met the "more likely than not" standard imposed by ASC 740-10-25-5 to allow recognition of such an asset. See Note 8.

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Revenue Recognition

Sales revenues are generally recognized in accordance with the SAB 104 Public Company Guidance, when an agreement exists and price is determinable, the services are rendered, net of discounts, returns and allowance and collectability is reasonably assured. We are often entitled to bill our customers and receive payment from our customers in advance of recognizing the revenue. In the instances in which we have received payment from our customers in advance of recognizing revenue, we include the amounts in deferred or unearned revenue on our consolidated balance sheet.

NOTE 3 – FORMER MINING OPERATIONS

Recent Developments-Former MMMM Mining Subsidiaries

On April 24, 2019, the Company filed a Form 8-K reporting that on April 16, 2019, the Company entered into a Share Exchange and Assignment Agreement (the "MBO Agreement") between the Company and Aurum, LLC, a newly organized Nevada corporation ("Aurum") formed by Sheldon Karasik, the Company's former CEO, for the purpose of entering into the MBO Agreement. Pursuant to the MBO Agreement, the Company sold, transferred and assigned to Aurum 75% of the shares of capital stock of the MMMM Mining Subsidiaries for cash consideration of $10 plus the assumption by Aurum of all liabilities of the MMMM Mining Subsidiaries. The Company retained a 25% equity interest in the MMMM Mining Subsidiaries. Effective on September 15, 2019, the Company divested 6% of its equity interest in the MMMM Mining Subsidiaries to an unaffiliated third party for nominal consideration in the amount of $2000, represented by a note payable reducing its equity interest from 25% to 19%. Other than its minority equity interest, the Company has no control nor any involvement in the management or operations of the former MMMM Mining Subsidiaries.

NOTE 4 – EQUITY PURCHASE AGREEMENT

The Company entered into an Equity Purchase Agreement, dated as of October 1, 2018 (the "Equity Purchase Agreement"), with Crown Bridge Partners, LLC, an institutional investor ("Crown Bridge") pursuant to which the Company agreed to issue to Crown Bridge shares of the Company's Common Stock, $0.001 par value (the "Common Stock"), in an amount up to $5,000,000 (the "Equity Line"), subject to the Company filing a registration statement with the SEC to register the shares of Common Stock underlying the Equity Line, as follows: (1) 8,000,000 Put Shares to be issued to Crown Bridge upon purchase from the Company from time to time pursuant to the terms and conditions of the Equity Purchase Agreement; and (2) 1,428,571 shares of Common Stock to be issued by the Company to Crown Bridge as a commitment fee.

The Company does not intend to pursue the financing under the Equity Line with Crown Bridge and the registration statement registering the Put Shares and Commitment Shares is no longer current.

NOTE 5 – ACQUISTION OF WHOLLY OWNED SUBSIDIARIES

On April 24, 2019, the Company filed a Form 8-K reporting that effective on April 16, 2019, the Company completed the closing of the two separate Share Exchange Agreements with unaffiliated third parties, dated March 22, 2019, pursuant to which the Company acquired 100% of the capital stock of NuAxess 2, Inc., a newly-organized Delaware corporation, and PR345, Inc., a newly organized Texas corporation. Pursuant to these Agreements, the Company acquired all of the capital stock of NuAxess and P3R45 in exchange for the issuance to the shareholders of NuAxess and PR345 shares of newly authorized Series C and D Convertible Preferred Stock, par value $0.10 per share (the "New Preferred Stock"). The Shares of Series D Convertible Preferred Stock have beneficial ownership limitation provisions. The transaction was valued at $80,000 and as a result a loss on acquisition in the amount of $76,900 was recorded

NOTE 6 – SHARE EXCHANGE AND ASSIGNMENT AGREEMENT

On April 16, 2019, the Company entered into a Share Exchange and Assignment Agreement (the "MBO Agreement") with Aurum, LLC ("Aurum"), a newly formed Nevada corporation organized by Sheldon Karasik for the purpose of entering into the MBO Agreement thereby acquiring 75% of the capital stock of the MMMM Mining Subsidiaries from the Company. On the date of closing, the Company made a payment of $100,000 to Aurum for the operations of the MMMM Mining Subsidiaries and agreed to make additional payments subject to the terms and conditions of the MBO Agreement. In connection with the MBO Agreement, Aurum agreed to assume all of the liabilities of the MMMM Mining Subsidiaries, which were disclosed to the Company as totaling approximately $96,673. As a result of this transaction, a loss of $403,327 was recorded.

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NOTE 7 – CONVERTIBLE DEBT

On or about November 27, 2018, the Company issued a convertible promissory note to a institutional investor for the principal sum of $63,000, together with interest at 12% per annum, with a maturity date of November 27, 2019 (the "Note"). The Note was convertible at any time during the period beginning 180 days following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into shares of Common Stock at a Variable Conversion Price, which is equal to 58% multiplied by the Market Price (as defined below), representing a discount rate of 42% Market Price" is defined as the average of the lowest two (2) Trading Prices for the Company's Common Stock during the preceding 15 trading day period prior to the Conversion Date. The Company paid $3,000 as a fee which is recorded as a debt discount and being amortized over the life of the loan.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.1770 was $131,158 using a binomial pricing model and was calculated as a derivative liability discount to the Note. That amount is recorded as a new contra-note payable amount (similar to the recorded OID and transaction costs and amounts discussed immediately below), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the Note. Because of the derivative nature of the $131,158 valuation of the conversion feature, $71,158 is recorded as an expense in the current period and reported as a loss on issuance of convertible debt. An accredited investor acquired the note from the institutional investor, with the consent of the Company, in consideration for the payment of the outstanding principal, accrued interest and prepayment penalty in the aggregate amount of $96,816. The Company then issued a replacement convertible promissory note payable to acquiring institutional investor for the principal sum of $96,816 with identical terms to the original note (interest at 12% per annum, maturity date of November 27, 2019, conversion rights and conversion price.) This transaction was treated as an extinguishment and reissuance of the original note and resulted in accelerated recognition of interest expense for original issue discount debt discount of $1,471, interest expense for derivative liability debt discount of $26,425 and a loss on extinguishment in the amount of $29,943.

The conversion feature of the replacement note represents an embedded derivative. A derivative liability with an intrinsic value of $0.1775 was $292,344 using a binomial pricing model and was calculated as a derivative liability discount to the Note. That amount is recorded as a new contra-note payable amount, but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the Note. Because of the derivative nature of the $292,344 valuation

of the conversion feature, $195,528 is recorded as an expense in the current period and reported as a loss on issuance of convertible debt.

During the nine-months ended June 30, 2020, $14,371 of regular interest and $32,993 of derivative liability discount was expensed. During the six-months ended March 31, 2019, $2,527 of regular interest, $995 of original issue discount and $19,890 of derivative liability discount was expensed.

On or about April 25, 2019, the Company issued a convertible promissory note to another third-party institutional investor for the principal sum of $75,000, together with interest at the rate of 12%per annum, with a maturity date of April 25, 2020. The investor had the right at any time during the period beginning 180 days following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price equal 58% multiplied by the Market Price, representing a discount rate of 42%, in which Market Price is the average of the lowest two Trading Prices for the Company's Common Stock during the preceding 20 trading day period including the Conversion Date. The Company paid $1,250 in original issue discount and $3,000 as a fee both of which are recorded as a debt discount and being amortized over the life of the loan.

On December 5, 2019, the investor elected to convert $7,000 of principal and $460 of accrued interest into 781,916 shares of common stock at a price of $0.009541.

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The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.1062 was $139,348 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded OID and transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $139,348 valuation of the conversion feature, $69,348 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the nine-months ended June 30, 2020, $8,095 of regular interest, $2,500 of original issue discount, and $35,000 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about April 29, 2019, the Company issued a convertible promissory note to another institutional investor for the principal sum of $66,000, together with interest at the rate of 12% per annum, with a maturity date of April 29, 2020. Jefferson has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 58% multiplied by the Market Price (representing a discount rate of 42%), in which Market Price is the average of the lowest two Trading Prices for the Company's Common Stock during the preceding 20 trading day period including the Conversion Date. The Company paid $6,000 in original issue discount and $3,000 as a fee both of which are recorded as a debt discount and being amortized over the life of the loan.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.1510 was $175,334 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded OID and transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $175,334 valuation of the conversion feature, $118,334 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $7,291 of regular interest, $4,500 of original issue discount, and $28,500 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019

On or about May 7, 2019, the Company issued a convertible promissory note to another institutional investor for the principal sum of $50,000, together with interest at the rate of 12% per annum, with a maturity date of May 7, 2020. The investor had the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 60% multiplied by the Market Price (representing a discount rate of 40%), in which Market Price is

the average of the lowest two Trading Prices for the Company's Common Stock during the preceding 20 trading day period prior to the Conversion Date. The Company paid $3,500 as a fee which is recorded as a debt discount and being amortized over the life of the loan.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.1607 was $131,162 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded OID and transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $131,162 valuation of the conversion feature, $84,662 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $5,244, of regular interest, $1,750 of original issue discount, and $23,250 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about May 17, 2019, the Company issued a convertible promissory note to another institutional investor for the principal sum of $50,000, together with interest at the rate of 12% per annum, with a maturity date of February 17, 2020. The investor has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 58% multiplied by the Market Price, representing a discount rate of 42%, in which Market Price is the lowest bid price for the Company's Common Stock during the preceding 20 trading day period including the Conversion Date. The Company paid $5,000 as a fee which is recorded as a debt discount and being amortized over the life of the loan.

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The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.0902 was $76,989 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $76,989 valuation of the conversion feature, $31,989 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

On January 21, 2020, another third-party institutional investor assumed this loan.

During the period ended June 30, 2020, $6,707, of regular interest, $2,536 of original issue discount, and $22,826 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about May 21, 2019, the Company issued a convertible promissory note to an institutional investor for the principal sum of $110,000, together with interest at the rate of 8% per annum, with a maturity date of November 21, 2019. The investor has the right at any time during the period beginning 180 days following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 60% multiplied by the Market Price, representing a discount rate of 40%, in which Market Price is the lowest bid price for the Company's Common Stock during the preceding 20 trading day period including the Conversion Date. The Company paid $5,000 as a fee which is recorded as a debt discount and being amortized over the life of the loan.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.0765 was $138,861 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $138,861 valuation of the conversion feature, $38,861 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $18,649, of regular interest, $2,826 of original issue discount, and $28,261 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019.

On November 21, 2019, the note entered Maturity Date Default as a result the interest rate on the outstanding balance increased to 18%.

On or about June 11, 2019, the Company issued a convertible promissory note to another institutional investor for the principal sum of $70,000, together with guaranteed interest at the rate of 15% per annum with a six-month minimum, with a maturity date of September 11, 2019. The investor has the right if the note is defaulted to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 50% multiplied by the Market Price, representing a discount rate of 50%, in which Market Price is the lowest trading price for the Company's Common Stock during the preceding 30 trading day period prior to the Conversion Date. The Company paid $20,000 in original issue discount which is recorded as a debt discount and being amortized over the life of the loan.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.0631 was $122,694 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $122,694 valuation of the conversion feature, $72,694 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

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On September 25, 2019, a third-party institutional investor acquired the $70,000 note dated June 11, 2019, with the consent of the Company, paying the outstanding principal, accrued interest and prepayment penalty in the aggregate amount of $95,760. The Company then issued a replacement convertible promissory note payable to third-party purchaser for the principal sum of $95,760 with interest at 10% per annum, a maturity date of September 25, 2020, granting the purchaser the right at any time to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal to the lesser of 60% multiplied by the average of the two lowest trading prices during the 20 trading days preceding the date of the note, or the average of the two lowest trading prices for the Company's Common Stock during the preceding 20 trading day period prior to the Conversion Date. This transaction was treated as an extinguishment of the original note and resulted in recognition a loss on extinguishment in the amount of $49,762.

The conversion feature of this replacement note represents an embedded derivative. A derivative liability with an intrinsic value of $0.04407 was $145,522 using a binomial pricing model and was calculated as a derivative liability discount to the Note. That amount is recorded as a new contra-note payable amount, but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the Note. Because of the derivative nature of the $145,522 valuation of the conversion feature, $49,762 is recorded as an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended March 31, 2020, the holder of the note elected to convert $25,000 in principal and $4,473 of accrued interest into 33,562 shares of common stock

During the period ended June 30, 2020, $6,406 of regular interest and $47,880 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about July 1 2019, the Company issued a convertible promissory note to another institutional investor for the principal sum of $112,500, together with interest at the rate of 12% per annum with a maturity date of December 25, 2020, which investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 60% multiplied by the Market Price, representing a discount rate of 40%, in which Market Price is the average of the two lowest trading prices for the Company's Common Stock during the preceding 20 trading day period prior to the Conversion Date. The Company paid fees of $122,500 which was recorded as a debt discount and being amortized over the life of the loan

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.0696 was $182,517 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $182,517 valuation of the conversion feature, $82,517 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $9,976, of regular interest, $4,167 of original issue discount, and $33,333 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about July 12 2019, the Company issued a convertible promissory note to another institutional investor for the principal sum of $75,000, together with interest at the rate of 12% per annum with a maturity date of April 12, 2020, which investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 50% multiplied by the Market Price, representing a discount rate of 50%, in which Market Price is the lowest trading price (average of the two lowest closing bid prices) for the Company's Common Stock during the preceding 25 trading day period prior to the Conversion Date. The Company paid $7,500 in original issue discount, fees of $2,750 and issued warrants valued at $27,911 all of which are recorded as a debt discount and being amortized over the life of the loan

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.0416 was $91,496 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $91,496 valuation of the conversion feature, $54,656 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

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During the period ended June 30, 2020, $8,381 of regular interest, $27,819 of original issue discount, and $24,515 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about August 13 2019, the Company issued a convertible promissory note to an institutional investor for the principal sum of $225,000, together with interest at the rate of 10% per annum with a maturity date of February 13, 2020, which investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal to the lower of $0.08 and 60% of the average of the two lowest closing bid prices for the Company's Common Stock during the preceding 20 trading day period prior to the Conversion Date. The Company paid $22,500 in original issue discount and fees of $7,500 which are recorded as a debt discount and being amortized over the life of the loan. Additionally, the Company issued warrants valued at $479,670, this amount is also recorded as a debt discount, but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. As a result of this cap, $284,670 is recorded as an expense and reported as a loss on issuance of convertible debt.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.0754 was $642,857 using a binomial pricing model and was calculated as a derivative liability discount to the note. Because the entire note now was fully discounted by the amounts above, the $642,857 is recorded as an expense in the current period and reported as a loss on issuance of convertible debt.

On February 13, 2020 this note entered into maturity date default. As a result, interest increased to 18% and a default premium principal was added to the outstanding principal in the amount of $94,900 as was recognized as financing fees.

During the period ended March 31, 2020, the holder of the note elected to convert $51,188 of default premium principal and 18,963 of accrued interest into 70,942 shares of common stock.

During the period ended June 30, 2020, $29,499, of regular interest and $166,304 of original issue was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about August 29 2019, the Company issued a convertible promissory note to an institutional investor for the principal sum of $55,000, together with interest at the rate of 8% per annum with a maturity date of August 28, 2020, which investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is 60% of the average of the two lowest closing bid prices for the Company's Common Stock during the preceding 20 trading day period prior to the Conversion Date. The Company paid $5,000 in original issue discount and fees of $2,500 which are recorded as a debt discount and being amortized over the life of the loan.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.05368 was $84,403 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $84,403 valuation of the conversion feature, $36,903 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $3,046, of regular interest and $3,602 of original issue and $22,815 of derivative liability discount was expensed. There was no corresponding expense during the period ended September 30, 2018.

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During the period ended March 31, 2020, the holder of the note elected to convert $15,000 of principal and $646 of accrued interest into 15,591 shares of common stock.

On or about October 1, 2019, the Company issued a convertible promissory note to an institutional investor for the principal sum of $94,000, together with interest at the rate of 10% per annum with a maturity date of September 30, 2020. The investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 60% multiplied by the Market Price (representing a discount rate of 50%), in which Market Price is the lowest closing bid price for the Company's Common Stock during the preceding 20 trading day period including the Conversion Date.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.04487 was $210,363 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $210,363 valuation of the conversion feature, $116,363 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $7,031, of regular interest and $46,871 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019

On or about November 12, 2019, the Company issued a convertible promissory note to an institutional investor for the principal sum of $59,400, together with interest at the rate of 12% per annum with a maturity date of November 12, 2020. The investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal to the lesser of 60% multiplied by the Market Price (representing a discount rate of 50%), in which Market Price is the average of the two lowest closing bid prices for the Company's Common Stock during the 20 trading day period prior to the date of the note, or 60% multiplied by the Market Price (representing a discount rate of 40%), in which Market Price is the average of the two lowest closing bid prices for the Company's Common Stock during the preceding 20 trading day period prior to the Conversion Date.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.0483 was $125,504 using a binomial pricing model and was calculated as a derivative liability discount to the note.

That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $125,504 valuation of the conversion feature, $75,504 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $4,574, of regular interest, $3,596 of original issue discount and $19,126 of derivative liability discount was expensed. There was no corresponding expense during the period ended March 31, 2019

On or about December 20, 2019, the Company issued a convertible promissory note to an institutional investor for the principal sum of $33,333, together with interest at the rate of 10% per annum with a maturity date of February 13, 2020. The investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal to the lower of $0.02 and 60% of the average of the two lowest closing bid prices for the Company's Common Stock during the preceding 20 trading day period including the Conversion Date. The Company paid $8,333 in original issue discount and fees which are recorded as a debt discount and being amortized over the life of the loan. Additionally, the Company issued warrants valued at $98,000, this amount is also recorded as a debt discount, but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. As a result of this cap, $73,000 is recorded as an expense and reported as a loss on issuance of convertible debt.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $0.0179 was $29,833 using a binomial pricing model and was calculated as a derivative liability discount to the note. Because the entire note now was fully discounted by the amounts above, the $29,833 is recorded as an expense in the current period and reported as a loss on issuance of convertible debt.

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During the period ended June 30, 2020, $1,846, of regular interest and $23,964 of original issue discount was expensed. There was no corresponding expense during the period ended March 31, 2019

On or about January 17, 2020, the Company issued a convertible promissory note to an institutional investor for the principal sum of $50,000, together with interest at the rate of 10% per annum with a maturity date of October 11, 2020. The investor has the right has the right at any time following 180 days of the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal to the lower of $0.02 and 50% of the average of the two lowest trading prices for the Company's Common Stock during the preceding 30 trading day period prior to the Conversion Date.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $4.94 was $247,000 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $247,000 valuation of the conversion feature, $197,000 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $2,260, of regular interest and $13,806 of derivative liability was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about January 20, 2020, the Company issued a convertible promissory note to an institutional investor for the principal sum of $115,000, together with interest at the rate of 8% per annum with a maturity date of January 11, 2021. The Company paid $15,000 in original issue discount and fees which are recorded as a debt discount and being amortized over the life of the loan. The investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 60% of the average of the two lowest closing prices for the Company's Common Stock during the preceding 20 trading day period prior to the Conversion Date.

The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $4.58 was $438,917 using a binomial pricing model and was calculated as a derivative liability discount to the note.

That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $438,917 valuation of the conversion feature, $338,917 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $4,114, of regular interest, $2,869 of original issue discount and $19,126 of derivative liability was expensed. There was no corresponding expense during the period ended March 31, 2019.

On or about March 3, 2020, the Company issued a convertible promissory note to an institutional investor for the principal sum of $112,750, together with interest at the rate of 12% per annum, and a default interest amount of 24%, with a maturity date of January 11, 2021. The Company paid $12,750 in original issue discount and fees which are recorded as a debt discount and being amortized over the life of the loan. Additionally, the Company issued warrants valued at $32,214, this amount is also recorded as a debt discount, but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. The investor has the right has the right at any time following the date of the Note to convert all or any part of the outstanding and unpaid principal amount of the Note into fully paid and non-assessable shares of Common Stock at a Variable Conversion Price which is equal 60% of the average of the two lowest closing prices for the Company's Common Stock during the preceding 20 trading day period prior to the Conversion Date.

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The conversion feature of the note represents an embedded derivative. A derivative liability with an intrinsic value of $3.64 was $271,345 using a binomial pricing model and was calculated as a derivative liability discount to the note. That amount is recorded as a new contra-note payable amount (similar to the recorded transaction costs), but only for an amount not in excess of and thus capped by the otherwise undiscounted amount of the note payable. Because of the derivative nature of the $271,345 valuation of the conversion feature, $203,560 is recorded was an expense in the current period and reported as a loss on issuance of convertible debt.

During the period ended June 30, 2020, $4,472, of regular interest, $3,449 of original issue discount and $5,200 of derivative liability was expensed. There was no corresponding expense during the period ended March 31, 2019.

NOTE 8 – COMMON AND PREFERRED STOCK

Upon formation of the Company, the authorized capital consisted of 2,000,000 shares of common stock, par value $0.05. In 1953, the Company increased the authorized capital to 3,000,000 shares of common stock and in 1985, the authorized capital was again increased to 10,000,000 shares of common stock. In 2014 the Company increased the authorized capital stock to 100,000,000 shares of common stock, par value $0.001 and 10,000,000 shares of preferred stock, par value $0.10.

On February 23, 2020, the Company implemented a 1 for 100 reverse stock split of its outstanding common stock (the "Reverse Split").

During the year ended September 30, 2018, the Company issued 5,760,000 shares of common stock for cash of $224,100; 1,275,000 shares of common stock for cash of $55,000 that were unissued as of September 30, 2018; 300,000 shares of common stock for services valued at $45,500; and 500,000 shares of common stock for reimbursement of mineral claim fees. Additionally, 280,000 warrants were issued for directors' fees at an exercise price of $0.02 and a term of two years. The fair value of the warrants was estimated using the Black Scholes Option Price Calculation. The following assumptions were made to value the warrants on the date of issuance: strike price of $0.02, risk free interest rate of 1.99%, expected life of two years, and expected volatility of 495.28%. The fair value of the warrants totaled $39,194 at the issuance date and this amount was recorded as equity. Also, during the period 60,000 options were exercised at a price of $.02 for cash in the amount of $1200.00

During the three month period ended December 31, 2018, the Company issued 2,650,000 shares of common stock for cash of $119,000; 1,275,000 shares that were paid for but unissued as of September 30, 2018; 200,000 shares of common stock for services valued at $50,000; 110,000 shares for directors' fees valued at $22,000; and 4,000,000 shares for settlement of accumulated officers' fees valued at $80,000.

During the three-month period ended March 31, 2019, the Company issued 1,958,000 shares of common stock for cash of $74,000; 1,000,000 shares of common stock for services valued at $230,000; 200,000 shares for officers' fees valued at $4,000 and 1,428,571 shares valued at $100,000 for prepaid financing fees.

Additionally, in 2016, former management of the Company negotiated a contract with M6 Limited, a stock promotion company, in which M6 would collectively receive an advanced payment of 4.3 million shares of Company common stock for certain promotional services. M6 itself received 2 million shares, an affiliated company, Maximum Harvest LLC, received 1.3 million shares and an affiliate of M6, Hahn M. Nguyen, received 1 million shares. In 2018, current management determined that it was not in the best interest of the Company to pursue the services and therefore terminated the contract with M6. The 4.3 million shares of common stock have been rescinded and returned.

On March 21, 2019, the Company filed a Certificate of Designation amending the Articles of Incorporation and designating the rights and restrictions of 1 share of Series B Super Voting Preferred Stock, par value $0.10 per share (the "Series B Preferred Stock"), pursuant to resolutions approved by the Board of Directors (the "Board") on November 5, 2018. On March 21, 2019, the Company issued to Sheldon Karasik, the Chief Executive Officer, President and Chairman of the Board, the one share of Series B Preferred Stock in exchange for $0.16, which price was based on the closing price of the Company's Common Stock as of November 5, 2018 of $0.16, the date the issuance was approved by the Board. Sheldon Karasik, as the holder of the Series B Preferred Stock, is entitled to vote together with the holders of the Company's Common Stock upon all matters that may be submitted to holders of Common Stock for a vote, and on all such matters, the share of Series Voting Preferred Stock shall be entitled to that number of votes equal to 51% of the total number of votes that all issued and outstanding shares of Common Stock and all other securities of the Company are entitled to, as of any such date of determination, on a fully diluted basis. The Company filed the Certificate of Designation with the Secretary of State of Idaho on March 21, 2019.

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On April 2, 2019, the Company filed two Certificates of Designation amending the Articles of Incorporation and designation the rights and restrictions of 400,000 shares of Series C Convertible Preferred Stock, par value $0.10 and 400,000 shares of Series D Convertible Preferred Stock, par value $0.10 pursuant to two separate Share Exchange Agreements, see Note 5.

On April 8, 2019, the Company filed a Certificates of Designation amending the Articles of Incorporation and designation the rights and restrictions of 25,000 shares of Series E Convertible Preferred Stock, par value $0.10.

On August 14, 2019, the Company approved for issuance 200,000 shares of common stock valued at $19,400 for investor relations, which shares are on the balance sheet as shares to be issued.

During the three-month period ended December 31, 2019, the Company authorized for issuance 66,666 shares of common stock valued at $2,158 for investor relations, these are on the balance sheet as shares to be issued.

On December 5, 2019, the Company issued 781,916 shares of common stock for the conversion of debt in the principal sum of $7,000 and accrued interest of $460 at a conversion price of $0.009541.

During the three month period ended March 31, 2020, the Company issued 5,000 shares of common stock for services and recorded an additional 5,000 shares as "to be issued" for a total value of $40,000; 130,094 shares of common stock for the conversion of principal of $68,287, accrued interest of $13,342 and financing fees of $1,750.

During the three-month period ended June 30, 2020, the Company issued 57,565 shares of Common Stock for convertible debt principal of $7,894, accrued interest of $2,306 and $850 of financing fees.

In addition, during the three-month period ended June 30, 2020, the Company approved the execution of consulting services agreements with six unrelated persons/entities, none of whom were affiliates of the Company. Pursuant to these agreements, the Company agreed to the issuance of 11,500 shares of a new series of convertible preferred stock, each share of which is convertible into 50 shares of Common Stock. As of the date of this report, none of the shares of the new series of convertible preferred stock have been issued.

The following warrants were outstanding at June 30, 2020:

Warrant Type	Warrants Issued and Unexercised	Exercise Price	Expiration Date
Warrants	1,000,000	$ 0.05	December 2021
Warrants	500,000	$ 0.10	December 2021
Warrants	535,714	$ 0.07	July 2024
Warrants	4,945,055	$ 0.08	August 2024
Warrants	3,333,333	$ 0.02	December 2024
Warrants	8,054	$ 7.00	March 3, 2025

NOTE 9 – RELATED PARTY TRANSACTIONS

During the year ended September 30, 2016 the Company issued a note payable to a family member of an officer in the amount of $15,000. $3,000 was converted to 300,000 shares of common stock and $5,000 was repaid in cash. The note bears interest at a rate of 10% beginning on July 24, 2016, the balance of principal and interest at June 30, 2020 and September 30, 2019 was $10,515 and $9,727, respectively.

Also, during the year ended September 30, 2016, the Company through its wholly owned subsidiary, Nomadic Gold Mines, Inc., entered into a lease agreement with option to purchase with Ben Porterfield, a related party. See Note 3.

During the year ended September 30, 2017 the Company issued two notes payable to Premium Exploration Mining in the amount of $35,000 and $15,000 each having an interest rate of 5%, the balance of principal and interest at June 30, 2020 and September 30, 2019 was $62,649 and 58,772, respectively, the companies had directors in common at the time of the transaction.

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A family member of a former officer provided investor relations consulting services and other administrative functions to the Company, $10,000 was paid in cash for consulting during the period ended December 31, 2018, no such payments were made during the period ended June 30, 2020.

On March 21, 2019, we filed a Certificate of Designation amending our Articles of Incorporation and designating the rights and restrictions of 1 share of our Series B Super Voting Preferred Stock, par value $0.10 per share (the "Series B Preferred Stock"), pursuant to resolutions approved by our Board of Directors (the "Board") on November 5, 2018. On March 21, 2019, we issued to Sheldon Karasik, our Chief Executive Officer, President and Chairman of the Board, the one share of our Series B Preferred Stock in exchange for $0.16,which price was based on the closing price of our Common Stock as of November 5, 2018 of $0.16, the date the issuance was approved by our Board. Sheldon Karasik, as the holder of our Series B Preferred Stock, is entitled to vote together with the holders of our Common Stock upon all matters that may be submitted to holders of our Common Stock for a vote, and on all such matters, the share of Series Voting Preferred Stock shall be entitled to that number of votes equal to 51% of the total number of votes that all issued and outstanding shares of Common Stock and all other securities of the Company are entitled to, as of any such date of determination, on a fully diluted basis. The Company filed the Certificate of Designation with the Secretary of State of Idaho on March 21, 2019.

NOTE 10 – INCOME TAXES

Topic 740 in the Accounting Standards Codification (ASC 740) prescribes recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. At December31, 2018 the Company had taken no tax positions that would require disclosure under ASC 740.

The Company files income tax returns in the U.S. federal jurisdiction and the State of Idaho. The Company is currently in arrears in filing their federal and state tax returns, both jurisdictions statute of limitations of three years does not begin until the tax returns are filed.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amount used for income tax purposes.

Significant components of the deferred tax assets at an anticipated tax rate 21% for the period ended June 30, 2020 and September 30, 2019 are as follows:

	June 30, 2020	September 30, 2019
Net operating loss carryforwards	10,112,036	7,079,690
Deferred tax asset	2,456,737	1,819,944
Valuation allowance for deferred asset	(2,456,737)	(1,819,944)
Net deferred tax asset	-	-

At June 30, 2020 and September 30, 2019, the Company has net operating loss carryforwards of approximately $10,112,036 and $7,079,690 which will begin to expire in the year 2031. The change in the allowance account from September 30, 2019 to June 30, 2020 was $636,793.

On December 22, 2017 H.R. 1, originally known as the Tax Cuts and Jobs Act, (the "Tax Act") was enacted. Among the significant changes to the U.S. Internal Revenue Code, the Tax Act lowered the U.S. federal corporate income tax rate ("Federal Tax Rate") from 35% to 21% effective January 1, 2018. The Company will compute its income tax expense for the December 31, 2017 fiscal year using a Federal Tax Rate of 21%. The remeasurement of the deferred tax assets resulted in a $68,010 reduction in tax assets to $885,961 from an estimate of $953,971 that the assets would have been using a 35% effective tax rate.

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NOTE 11 – SUBSEQUENT EVENTS

Subsequent to the period ended June 30, 2020, the Company issued approximately 1 million shares of common stock upon the conversion of certain convertible notes discussed under Note 7 above.

The Company anticipates the issuance of the 11,500 shares of the new series of convertible preferred stock to the six unrelated and unaffiliated third-party consultants and service providers before the end of August 2020, which is discussed in Note 9 above.

Effective on August 18, 2020, the Company executed a Series H Securities Purchase Agreement ("Series H SPA") with a third-party accredited investor ("Investor") in consideration for which the Company issued the Investor 5,000 shares of Series H Convertible Preferred Stock, upon the closing of which the Company will receive gross proceeds of $25,000. As part of the transaction, the Company has submitted for filing with the State of Idaho a Certificate of Designations of Preferences and Rights of the Series H Convertible Preferred Stock (the "Series H Certificate of Designations"). The Series H SPA and Series H Certificate of Designations are attached as Exhibits 10.4 and 10.5 hereto.

The Company is not aware of any other material subsequent events through the date of this filing that require disclosure or recognition in these financial statements.

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

Explanatory Note: *On May 15, 2020, the Company filed a Form 8-K disclosing that it would be not be filing its Quarterly Report for the period-ended March 31, 2020 by the filing due date of May 15, 2020, or by the extended date of May 20, 2020, even if the Company files for an extension on Form 12b-25. On May 21, 2020, the Company filed a Form 8-K/A. Both Forms 8-K and 8-K/A stated that the Company was filing these current reports in reliance upon the order of the U.S. Securities and Exchange Commission (the "Commission") issued on March 4, 2020 (the "Order") which Order was supplemented and updated on March 25, 2020. The Company is filing this Form 10-Q/A, Amendment No. 2 to clarify the Company's reliance on the Order dated May 4, 2020 as supplemented by on May 25, 2020. The Company has also included in the Form 10-Q/A and Amendment No. 2 thereto a "Risk Factor" required by the Order as supplemented by Release 34-88465.*

On March 4, 2020, the Commission issued an Order under Section 36 (Release No. 34-88318) of the Securities Exchange Act of 1934 ("Exchange Act"), which was supplemented by Release No. 34-88465 dated March 25, 2020. Pursuant to the Order, as supplemented on March 25, 2020, the Commission stated, in relevant part, as follows: "(a) [If] The registrant . . . is unable to meet a filing deadline due to circumstances related to COVID-19; (b) Any registrant relying on this Order furnishes to the Commission a Form 8-K . . . by the later of March 16 or original filing deadline of the report [May 15, 2020, or May 20, 2020, even if the Company files for an extension on Form 12b-25] stating:(1) that it is relying on this Order; (2) [and files] a brief description of the reasons why it could not file such report, schedule or form on a timely basis; (3) [and discloses] the estimated date by which the report, schedule, or form is expected to be filed; 4 (4) if appropriate, a risk factor explaining, if material, the impact of COVID-19 on its business; and [if applicable] (5) if the reason the subject report cannot be filed timely relates to the inability of any person, other than the registrant, to furnish any required opinion, report or certification, the Form 8-K shall have attached as an exhibit a statement signed by such person stating the specific reasons why such person is unable to furnish the required opinion, report or certification on or before the date such report must be filed. (c) The registrant or any person required to make any filings with respect to such a registrant files with the Commission any report, schedule, or form required to be filed no later than 45 days after the original due date; and (d) In any report, schedule or form filed by the applicable deadline pursuant to paragraph (c) above, the registrant must disclose that it is relying on this Order and state the reasons why it could not file such report, schedule or form on a timely basis."

Basis for Late Filing of the Quarterly Report: As a result of the travel and work restrictions stemming from the COVID-19 pandemic, the Company was unable to obtain all of the necessary financial records that it needed to permit the Company to finish the internal and external review process in order to file a timely and accurate Quarterly Report on Form 10-Q for the period-ended March 31, 2020 by the prescribed date of May 15, 2020, or by the extended date of May 20, 2020, even if the Company files for an extension on Form 12b-25.

As disclosed in the "Risk Factor" below and in the Company's Form 8-K and 8-K/A filed on May 15 and May 21, 2020, above, as a result of the growing presence and impact of the COVID-19 pandemic that was first recognized widely in the U.S. in mid to late March 2020, various governmental jurisdictions, including federal, state and local, as well as private companies themselves, adopted closure and social-distancing regulations that impacted companies and virtually all non-essential businesses, including, perhaps to a greater extent, small and mid-size businesses. The impact was significant in the New York, New Jersey and Connecticut tri-state area, The Company's executive offices are located in New Jersey, as is one of its subsidiaries, and its staffing subsidiary is located in Dallas, TX, that also had state-wide closures. The States of New Jersey and Texas, as a precaution and as a result of the growing COVID-19 pandemic, both ordered, and the Company in compliance has directed, that key employees work from home to the greatest extent possible, implementing self-confinement even if not showing any COVID-19 symptoms.

Accordingly, in reliance upon the Order dated March 4, 2020, Release No. 34-88465, supplemented by Release No. 34-88465 dated March 25, 2020, the Company is filing its Quarterly Report on Form 10-Q and the 10-Q/A and 10-Q/A, Amendment No. 2 on or before 45 days from the original filing deadline of March 30, 2020, including an appropriate Risk Factor disclosure and the explanation by the Company for its late filing of the Quarterly Report and its reliance upon the SEC Order, as supplemented on May 25, 2020.

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Risk Factor: *The Company relies substantially on small and mid-size business for its products and services. It is expected that small and mid-size businesses, many of which rely on continuing cash flow to fund day-to-day operations, may be particularly hard hit by the COVID-19 pandemic that has not shown any clear indications of abating. The*

pandemic has resulted and may continue to result in forced closures and other preventative measures taken by federal, state or local governments. Although government programs have sought, and may further seek, to provide relief to these types of entities, there can be no assurance that these programs will succeed or that the small and mid-size businesses will, in fact, receive funding from the governmental programs. Also, governments in affected areas have and may continue to adopt regulations or promulgate executive orders that restrict or limit financial institutions' ability to take certain actions with these small and mid-size customers, upon which the Company relies, that they would otherwise take in the ordinary course. At the same time, it may be the case that more customers may seek to draw on existing lines of credit, if any, or seek additional loans to help finance their business operations including the self-insurance and employee benefit services offered by the Company. In addition, COVID-19, which only became a pandemic during the end of the first quarter of fiscal 2020 in the United States, may adversely affect the Company and its customers in unforeseen ways during the remainder of 2020 and perhaps thereafter.

The following discussion and analysis of the financial condition and results of our operations should be read in conjunction with our financial statements and the notes to those statements. In addition to historical financial information, this discussion contains forward-looking statements reflecting our management's current expectations that involve risks and uncertainties. Actual results and the timing of events may differ materially from those contained in these forward-looking statements due to a number of factors, including those discussed under the heading "Risk Factors" in our Consolidated Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on January 15, 2019.

Unless otherwise indicated or the context requires otherwise, the words "we," "us," "our," the "Company" or "our Company," "Quad M" refer to Quad M Solutions, Inc., an Idaho corporation.

Change in Control Transactions

Reference is made to the Form 8-K filed by the Company on March 27, 2019, reporting that the Company entered into two separate Share Exchange Agreements dated March 22, 2019: (i) one with PR345, Inc. ("PR345") n/k/a Openaxess, Inc., a newly organized Texas corporation; and (ii) one with NuAxess 2, Inc. ("NuAxess"), a newly organized Delaware corporation. Pursuant to these Agreements, the Company agreed to acquire the all of the capital stock of these two entities in exchange of the issuance of newly authorized shares of Series C and D Preferred Stock, par value $0.10 per share, to the shareholders of PR345/Openexess and NuAxess. The entry into the two Agreements was authorized and approved by the Company's Board then in existence in furtherance of the Company's plan, as disclosed in its registration statement declared effective by the SEC on March 8, 2019, Registration No. 333-227839 (the "Registration Statement"), to diversify its business beyond its historic mining operations of its two subsidiaries, Nomadic Gold Mines, Inc. and Lander Gold Mines, Inc. (the "MMMM Mining Subsidiaries"). The Company also granted Sheldon Karasik, the Company's CEO and Chairman at the date of the Agreements (or an entity to be formed by him) to acquire for a nominal amount 75% of the capital stock of the MMMM Mining Subsidiaries, with the Company retaining 25% of its capital stock.

Upon the closing of the Agreements, among other conditions, that: (i) Sheldon Karasik shall resign as CEO and Chairman, but shall continue to serve as a director, as will Michael Miller, an independent director; (ii) Felix Keller shall resign as a director; and (iii) Pat Dileo, Carl Dorvil and Derrick Chambers would be appointed to the newly constituted 5 person Board and Pat Dileo would be appointed as CEO and Chairman of the Board.

As disclosed in the Company's Form 8-K filed on April 24, 2019, the Company reported that: (i) on April 16, 2019, it entered into a Share Exchange and Assignment Agreement, also referred to as the 'MBO Agreement" with Aurum, the entity formed by Sheldon Karasik for the purpose of acquiring 75% of the capital stock of the MMMM Mining Subsidiaries from the Company; (ii) effective April 16, 2019, Felix Keller resigned as a director; (iii) effective April 17, Sheldon Karasik resigned as CEO and Board Chairman (but continued to serve on the Board); (iii) effective April 17, 2019, Pat Dileo was appointed as CEO and Chairman of the Board and Carl Dorvil and Derrick Chambers were appointed to as members of the 5 person Board, joining Sheldon Karasik and Michael Miller; and (v) effective April 16, 2019, Sheldon Karasik transferred and assigned the Series B Super Voting Preferred Stock to Pat Dileo. As a result of the execution of the MBO Agreement and the closing of the March 22, 2019 Share Exchange Agreements, the Company determined that its resources would be devoted to the business operations of NuAxess and PR345, as follows:

(i) NuAxess' business plan is to serve as a full service financial, employee benefit and insurance consulting company offering, either directly or through proven third parties, innovative ways to provide its clients' employees with affordable and manageable health plans and comprehensive benefits, based upon a new system being developed throughout the country for the rapidly expanding market of small and medium-sized businesses (SMBs) which are experiencing significant problems with their existing programs, to the extent that they even provide programs because

of their costs and complexities. NuAxess also intends to create an international professional employer association (IPEA) headquartered in San Juan, Puerto Rico, that will sponsor and provide professional outreach programs offering health insurance, healthcare and financial education to its PEO and financial services members globally; and (iii) additionally, the IPEA will offer these and other services to leading rural hospital providers via a proprietary program called 'Community Health Exchanges', which will work directly with SMB employers in rural communities providing access to private insured health plans with contracted medical services through the rural hospitals.

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(ii) PR345, n/k/a Openaxess, a business enterprise consulting firm, plans to provide: (a) specialized staffing services for a variety of professional industries including, but not limited to, medical, education, financial services, technology and hospitality, among others; (b) specific back office services including accounting, payroll, and a full complement of Human Resource (HR) benefits; and (iii) serve as a Professional Employer Organization (PEO).

At the date of the MBO, the Company understood that Aurum would continue to operate the MMMM Mining Subsidiaries. Under the MBO Agreement, the Company retained a 25% equity interest in the Mining Subsidiaries and effective on September 15, 2019, the Company sold, transferred and assigned to an unaffiliated third party 6% of its equity interest in the Mining Subsidiaries to an unaffiliated third party for $1,000, evidenced by a promissory note due on September 30, 2020, reducing the Company's equity interest in the former Mining Subsidiaries from 25% to 19%.

Reference is made to the Company's Form 8-K and 8-K/A filed with the SEC on October 22, 2019 and December 2, 2019 reporting the resignations of Sheldon Karasik and Michael Miller as members of the Board of Directors.

Results of Operations For the Three and Nine Months Ended June 30, 2020 compared to the Three and Nine Months Ended June 30, 2019

Revenue

The Company generated no revenues from its former mining operations during the two periods ended June 30, 2020 and 2019. In April 2019, the Company experienced a change in control transaction, as reported in its Forms 8-K filed in March and April 2019, referenced above, as a result of which it divested 75% of the MMMM Mining Subsidiaries to an entity formed and controlled by the Company's former CEO and Chairman, Sheldon Karasik. At the same time, the Company commenced operations of its health insurance and employee benefits subsidiaries.

During the three months and nine months ended June 30, 2020 the Company received $5,091,348 and $5,312,706, respectively in revenue principally from insurance premiums and we incurred $4,922,783 and $5,134,160 in expense directly related to this revenue. No such revenue was earned in the three-month and nine-month period ended March 31, 2019.

Expenses

Operating expenses for the three and nine month periods ended June 30, 2020 were $606,349 and $861,397 compared to $399,012 and $659,557 for the same period of the prior year, representing an increase of 52% and 31%.

The main components of general and administrative expenses for the three and ninemonth period ended June 30, 2020 consisted of approximately $230,714 and $392,120 in consulting fees, $195,396 and $195,396 in insurance expense and approximately $17,814 and $17,814 in commissions. During the prior year, the Company's legal and professional fees were $287,237 and $342,780 for the three and six month-periods.

Working Capital

The Company's net loss for the three and nine month-periods ended June 30, 2020 was $2,326,683 and $3,032,348 a 454% and 321% increase over the net loss of $419,909 and $720,708 at June 30, 2019. The increase in net loss is due primarily to an increase in non-cash gains and losses related to new convertible debt financings and acquisition and disposal of subsidiaries and also to an increase in general and administrative expenses as a result of the change in business focus.

During the three and nine-months ended June 30, 2020, our principal sources of liquidity included cash received from convertible notes payable, and assignment of future receivables. During the three and nine-months ended June 30, 2019 our principal source of liquidity included proceeds from sales of our common stock and proceeds from convertible debt. We intend to use new capital in the form of new equity or debt to further advance objectives. Net cash used by operating activities totaled $319,764 and $559,140 for the nine-months ending June 30, 2020 and 2019, respectively. Net cash provided by financing activities totaled $381,544 and $179,000 for the nine-month periods ending June 30, 2020 and 2019, respectively. The change between 2020 and 2019 is primarily attributed to an increase in convertible debt financing and assignment of future receivables in 2020 as compared to 2019. The cash decreased to $10,237 at June 30, 2020 from $14,700 at September 30, 2019.

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As reflected in our accompanying financial statements, other than approximately $277,750 and $370,483 received from the issuance of convertible notes and assignment of receivables during the three and nine month period ended June, 2020, we have limited cash, negative working capital, no revenues and an accumulated deficit of $10,112,037 and $7,079,690 for the nine month period ending June 30, 2020 and year ended September 30, 2019, respectively. Notwithstanding our belief that we will be able to continue to raise capital through the issuance of convertible notes at terms and condition acceptable to the Company, of which there can be no assurance, these factors indicate that we may be unable to continue in existence in the absence of receiving additional funding. In addition to our operating expenses which average approximately $165,000 per month, management's plans for the next twelve months include approximately $2.5 million of cash expenditures for development and expansion of our health insurance and employee benefits business operations. While there can be no assurance, the Company believes that it will be able to generate sufficient capital from operations, equity and/or debt financing to fully-implement its business plan of offering principally to smaller and mid-sized employers a full spectrum of employee benefit and insurance services enabling employers to offer a variety of plans providing their employees with multiple levels of benefits including major medical health insurance, as well as providing financial and business consulting services

Contractual Obligations

Other than lease obligations stated above, as of June 30, 2020, we have contractual obligations relating to debt or anticipated debt, as follows:

The Company, while operating as Mineral Mountain Mining & Milling Company, entered into an Equity Purchase Agreement, dated as of October 1, 2018 (the "Equity Purchase Agreement"), by and between the Company and Crown Bridge Partners, LLC (the "Crown Bridge") pursuant to which the Company agreed to issue to Crown Bridge shares of the Company's Common Stock, $0.001 par value (the "Common Stock"), in an amount up to Five Million ($5,000,000.00) Dollars (the "Equity Line"). In connection with the transactions contemplated by the Equity Purchase Agreement, the Company was required to register with the SEC shares of Common Stock underlying the Crown Bridge Agreement, as follows: (1) 8,000,000 Put Shares to be issued to the Investors upon purchase from the Company by the Investors from time to time pursuant to the terms and conditions of the Equity Purchase Agreement; (2) 1,428,571 shares of Common Stock to be issued by the Company to the Investors as a commitment fee pursuant to the Equity Purchase Agreement; and (3) the Company also has entered into a Registration Rights Agreement, of even date with the Equity Purchase Agreement with the Investors (the "Registration Rights Agreement") pursuant to which the Company agreed, among other things, to register the Put Shares under the Securities Act of 1933, as amended relating to the resale of the Put Shares.

The Company filed a registration statement which was declared effective by the SEC on Marcy 8, 2019. However, the Company has determined not to pursue the funding from Crown Bridge under the Equity Line.

The following is a listing of the convertible debt principal amounts outstanding at June 30, 2020.

Armada	$ 50,000
Auctus Fund LLC	75,000
Auctus Fund LLC	112,750
BHP Capital NY, Inc	70,760
Cavalry Fund I, LP	268,413
Cavalry Fund I, LP	33,333

GS Capital Partners, LLC	68,000
Harbor Gates Capital, LLC	110,000
Jefferson Street Capital, LLC	66,000
Jefferson Street Capital, LLC	59,400
KinerjaPay Corp	96,816
KinerjaPay Corp	94,000
KinerjaPay Corp	50,000
Labrys Fund, LP	112,500
LG Capital Funding, LLC	40,000
LG Capital Funding, LLC	115,000
Sunshine Equity Partners LLC	50,000
Total	$1,471,972

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The following is a listing of loan amounts (all of which are unsecured) due to related parties (each of whom are either a shareholder or related to a shareholder of Mineral Mountain Mining & Milling Company) and the dates that these loans were made to the Company:

Name	Date	As of June 30, 2020 Amount	As of September30, 2019 Amount
Premium Exploration	03/27/17	15,000	15,000
	08/02/17	35,000	35,000
John J. Ryan, adult son of a former officer and director	2/23/ 2016	7,000	7,000
Total notes payable - shareholders		$ 57,000	$ 57,000

The loan from John J. Ryan bears interest at 10% per annum and is due upon demand. $3,000 was converted to 300,000,000 shares of common stock and $5,000 was repaid in cash. The note bears interest at a rate of 10% beginning on July 24, 2016 and, in the event of demand for payment, a default interest rate of 15% applies. the balance of principal and interest at June 30, 2020 was $10,515. The loans from Premium Exploration bear interest at 5% and 10% per annum. Pursuant to the terms of the loan agreements, interest on the unpaid balance increase from 5% to 10% for the $35,000 note on August 2, 2018 and interest increased from 5% to 10% for the $15,000 note on September 27, 2018. The outstanding principal and interest are due, upon demand of payment of Premium Exploration, on July 1, 2019. The outstanding principal will continue to earn 10% interest if demand for payment is not made on July 1, 2019 or in the event of default pursuant to the terms of the agreements the balance of principal and interest at June 30, 2020 was $62,649.

Off-Balance Sheet Arrangements

The Company has not undertaken any off-balance sheet transactions or arrangements. We have no guarantees or obligations other than those which arise out of normal business operations.

Critical Accounting Policies and Estimates

Our significant accounting policies are more fully described in Note 2 to our Unaudited Condensed Consolidated Financial Statements.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

As of June 30, 2020, we conducted an evaluation, under the supervision and participation of management including our chief executive officer and chief financial officer, of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) of the Securities Exchange Act of 1934, as amended). Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act.

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The management of the Company assessed the effectiveness of the Company's internal control over financial reporting based on the criteria for effective internal control over financial reporting established in SEC guidance on conducting such assessments. Based on this assessment, management determined that, during the nine months ended June 30, 2020 our internal controls and procedures require additional improvement due to deficiencies in the design or operation of the Company's internal controls. Management identified the following areas of improvement in internal controls over financial reporting:

1. The Company did not have a written internal control procedurals manual which outlines the duties and reporting requirements of the Directors and any staff to be hired in the future. This lack of a written internal control procedurals manual does not meet the requirements of the SEC or good internal controls.

2. The Company should further improve maintenance and access to a centralized location for current and historical business records.

Changes in Internal Control over Financial Reporting

We have evaluated our internal control over financial reporting, and there have been no significant changes in our internal controls or in other factors that could significantly affect those controls as of June 30, 2020.

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PART II - OTHER INFORMATION

Item 1. Legal Proceedings

The Company received letter notice dated February 14, 2020 from counsel to Sheldon Karasik, a former director, stating that their belief that the Company owes additional monies to Mr. Karasik or Aurum LLC ("Aurum"), and, as a result, the Company should renegotiate certain terms in the Share Exchange and Assignment Agreement dated April 16, 2019, attached as Exhibit 99.4 to the Company's Form 8-K filed with the SEC on April 24, 2019, in connection with a change in control transaction (the "MBO Agreement"). Pursuant to the MBO Agreement with Mr. Karasik, the Company transferred and assigned 75% of the Company's former Mining Subsidiaries to Aurum LLC, a newly formed entity controlled by Mr. Karasik, for $10 plus the assumption by Aurum of the liabilities of the Company's former wholly owned Mining Subsidiaries, with the Company retaining a 25%, non-control equity interest.

In mid July 2020, the Company was served with a summons and complaint by Aurum in a proceeding brought in New York Supreme Court, County of New York (the "Aurum Proceeding"), seeking specific performance of the provisions of the MBO Agreement. The Company answered the complaint in a timely manner asserting counterclaims and affirmative defenses against Aurum and its principal, Sheldon Karasik. The Company believes that it has meritorious defenses to any claims made in the Aurum Proceeding and, indeed, has affirmative defenses in connection with all claims. The Company believes that there will be no material adverse consequences in connection with any claims by or on behalf of Mr. Karasik and/or Aurum, whether or not Mr. Karasik and Aurum prevail.

Effective on September 15, 2019, the Company sold, transferred and assigned to an unaffiliated third party 6% of its 25% equity interest in the Mining Subsidiaries for $1,000, evidenced by a promissory note due on September 30, 2020, reducing the Company's equity interest to 19% in the former Mining Subsidiaries.

Other than as set forth above, it is possible that from time to time in the ordinary course of business we may be involved in legal proceedings or investigations, which could have an adverse impact on our reputation, business and financial condition and divert the attention of our management from the operation of our business. However, we are not aware of any such legal proceedings or investigations and, in the opinion of our Board of Directors, legal proceedings are not expected to have a material adverse effect on our financial position or results of operations.

Item 1A. Risk Factors

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

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

Reference is made to the disclosure in Notes 8 – Common and Preferred Stock, with respect to disclosure of the Company's agreement to issue 11,500 shares of convertible preferred stock to six unrelated and unaffiliated consultants, each share of which is convertible into 50 shares of the Company's Common Stock. In addition, reference is made to Note 11 – Subsequent Events, with respect to disclosure of the Company's Series H SPA with an accredited investor, pursuant to which the Company issued 5,000 shares of Series H Convertible Preferred Stock for gross proceeds of $25,000. The Series H SPA and the Series H Certificate of Designations are attached hereto as Exhibits 10.4 and 10.5, respectively.

The above referenced issuance and sales of equity securities without registration under the act were made in reliance upon the exemption provided under Section 4(2) of the Act an Rule 506 promulgated by the SEC under Regulation D.

Item 3. Defaults upon Senior Securities

None

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Item 4. Mine Safety Disclosures

None

Item 5. Other Information

None

Item 6. Exhibits

The following is a list of exhibits filed as part of this Quarterly Report on Form 10-Q.

Exhibit No.	
10.4	Series H Convertible Preferred Stock Securities Purchase Agreement
10.5	Certificate of Designation
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Executive Officer Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002.
32.1	Certification of Principal Executive Officer Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.
32.1	Certification of Principal Executive Officer Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.

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SIGNATURES

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

Quad M Solutions, Inc.

Dated: August 19, 2020

By: */s/ Pat Dileo*
Pat Dileo
Chief Executive Officer (Principal Executive Officer and Principal Financial Officer and Accounting Officer)

EXHIBIT 10.4

SERIES H CONVERTIBLE PREFERRED STOCK SECURITIES PURCHASE AGREEMENT

This Series H Convertible Preferred Securities Purchase Agreement (this "Securities Purchase Agreement" or "Agreement") is dated as of August 18, 2020 (the Effective Date"), between Quad M Solutions, Inc., an Idaho corporation, (the "Company") and its wholly-owned subsidiary, NuAxess 2, Inc., a Delaware corporation ("NuAxess"), on the one hand, and the purchaser set forth below (the "Purchaser"), on the other hand. The Company, NuAxess and the Purchaser may be referred to individually, as a "Party" and collectively, as the "Parties."

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) promulgated thereunder, the Company desires to issue and sell to the Purchaser, and the Purchaser, desires to purchase from the Company, securities of the Company as more fully described in this Agreement (the "Offering").

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and Purchaser agree as follows:

ARTICLE I.

DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement: (a) capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Articles of Incorporation (as defined herein), and (b) the following terms have the meanings set forth in this Section 1.1:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Certificate of Designation" means the Certificate of Designation to be filed prior to or in connection with the Closing by the Company with the Secretary of State of Idaho, in the form of Exhibit A attached hereto.

"Closing" means the closing of the purchase and sale of the Securities pursuant to Section 2.1(a).

"Closing Date" means the Business Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchaser's obligation to pay the Subscription Amount at such Closing, and (ii) the Company's obligations to deliver the Securities to be issued and sold or exchanged at such Closing, in each case, have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, $0.001 par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed, issuable upon conversion of the Series H Convertible Preferred Stock.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Company Counsel" shall mean The Lonergan Law Firm, LLC, Attention: Lawrence R. Lonergan, Esq., 96 Park Street, Montclair, NJ 07042, email: llonergan@wlesq.com.

"Conversion Shares" means shares of the Company's Common Stock issuable upon conversion of the Series H Convertible Preferred Stock.

"Convertible Preferred Stock Purchase Price" shall mean $1.25 per share of Convertible Preferred Stock.

"EDGAR Filings" shall have the meaning ascribed to such term in Section 3.1(h).

"Effective Date" means the date first set forth above.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exempt Issuance" means the issuance of: (a) shares of Common Stock and/or Preferred Stock and options to officers, directors, employees, or consultants of the Company prior to the Closing Date, or in connection with agreements executed prior to the Closing, in the amounts and on the terms set forth on Schedule 3.1(g), provided that such securities (subject to adjustment for forward and reverse stock splits and the like that occur after the date hereof) and any term thereof have not been amended since the date of this Agreement to increase the number of such securities or to decrease the issue price, exercise price, exchange price or conversion price of such securities and which securities and the principal terms thereof are set forth on Schedule 3.1(g); (b) securities upon the exercise or exchange of or conversion of Securities issued hereunder or Company securities issued; (c) securities issuable in a registration statement pursuant to a capital raise for the purpose of uplisting the Company's Securities; or (d) securities issued or issuable pursuant to this Agreement, the Shares, or upon exercise or conversion of any such securities.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"GAAP" shall mean United States generally accepted accounting principles applied on a consistent basis.

"G&M" means Grushko & Mittman, P.C., 515 Rockaway Avenue, Valley Stream, New York 11581, facsimile: (212) 697-3575.

"Liens" means a lien, charge pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition, whether commenced or threatened.

"Purchaser" shall have the meaning ascribed to such term in Section 4.6.

"Regulation D" means Regulation D under the Securities Act.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(e).

"Required Minimum" shall mean not less than 800,000 shares of Common Stock.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"SEC Documents" means the Company's filings with the SEC under the Exchange Act and Securities Act and such term is also defined to mean "EDGAR Filings" in Section 3.1(h).

"Securities" means the shares of Series H Convertible Preferred Stock and the underlying shares of Common Stock.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Series H Convertible Preferred Stock" means the Series H Convertible Preferred Stock, par value $0.10 of the Company, subject to the terms contained in the Certificate of Designation.

"Share Purchase Price" shall have the meaning ascribed to such term in Section 2.1(a).

"Shares" means the shares of Series H Convertible Preferred Stock issued to the Purchaser pursuant to this Agreement.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"Subscription Amount" means, as to the Purchaser purchasing Shares pursuant to Section 2.1(a), the aggregate cash amount in United States dollars and in immediately available funds to be paid for the Shares purchased hereunder as specified below the Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount."

"Subsidiary" means with respect to any entity at any date, any direct or indirect corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity of which (A) more than 50% of (i) the outstanding capital stock having (in the absence of contingencies) ordinary voting power to elect a majority of the board of directors or other managing body of such entity, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such entity, or (B) is under the actual control of the Company. Representations, undertakings and obligations set forth in this Agreement shall be applicable only to Subsidiaries which exist or have existed at the applicable and relevant time.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges: the NYSE MKT LLC, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTC Bulletin Board, the OTCQB, or the OTCQX (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Certificate of Designation and all exhibits and schedules thereto and hereto, and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means the transfer agent for the Common Stock, and any successor transfer agent of the Company. As of the Closing Date, the Company is the Transfer Agent.

"Underlying Shares" means the shares of Common Stock issued and issuable upon conversion of the Series H Convertible Preferred Stock.

"Variable Priced Equity Linked Instruments" shall have the meaning ascribed to such term in Section 4.9.

"Variable Rate Transaction" shall have the meaning ascribed to such term in Section 4.9.

ARTICLE II.
PURCHASE AND SALE

2.1 Closing; Exchange.

(a) On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Purchaser agrees to purchase 5,000 Shares, at the Convertible Preferred Stock Purchase Price, for an aggregate purchase price of $25,000 ("Share Purchase Price" or "Subscription Amount"). The Share Purchase Price shall by paid by wire transfer of immediately available funds to the following account:

Bank:	Wells Fargo Bank, NA
ABA Routing:	121000248
Address:	420 Montgomery Street, San Francisco, CA 94104
F/B/O:	NuAxess 2, Inc.
Account#:	7972726280
Address:	122 Dickinson Avenue, Toms River, NJ 08753

(b) On the Closing Date, the Company shall deliver to the Purchaser a certificate representing the 5,000 Shares of Series H Convertible Preferred Stock purchased by Purchaser.

(c) The Company and Purchaser shall also deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur at the offices of G&M or such other location or by remote exchange of electronic documentation as the parties shall mutually agree.

2.2 Deliveries.

(a) On the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) this Agreement duly executed by the Company with the schedules and exhibits thereto;

(ii) a certificate evidencing the 5,000 Shares being purchased by the Purchaser at the Closing, registered in the name of the Purchaser;

(iii) The Company shall have delivered a certificate, executed on behalf of the Company by its CEO/Secretary, dated as of the Closing Date, certifying the resolutions adopted by the Board of Directors of the Company approving the transactions contemplated by this Agreement and the other Transaction Documents and the issuance of the Securities, certifying the current versions of the Articles of Incorporation and Bylaws of the Company and certifying as to the signatures and authority of persons signing the Transaction Documents and related documents on behalf of the Company; and

(iv) A letter from the Company's transfer agent in a form acceptable to the Purchaser.

(b) On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered the following:

(i) this Agreement duly executed by the Purchaser, to the Company; and

(ii) the Purchaser's cash Subscription Amount by wire transfer, as follows

2.3 Closing Conditions.

(a) The obligations of the Company hereunder to effect the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (determined without regard to any materiality, Material Adverse Effect or other similar qualifiers therein) on the Closing Date of the representations and warranties of the Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The obligations of the Purchaser hereunder to effect a Closing, unless waived by the Purchaser, are subject to the following conditions being met:

(i) the accuracy in all material respects (determined without regard to any materiality, Material Adverse Effect or other similar qualifiers therein) on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof; and

(v) from the date hereof to each respective Closing Date, trading in securities in the United States generally as reported by Bloomberg L.P. shall not have been suspended or limited, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of the Purchaser, makes it impracticable or inadvisable to purchase the Securities at the Closing.

2.4 Purchaser's Right to Terminate. Anything in any of the Transaction Documents to the contrary notwithstanding, the Purchaser has the right to demand and receive back from the Company the Purchaser's Subscription Amount and any other documents delivered in connection with the Offering at any time until a Closing takes place. In addition, the Company must provide one (1) prior Business Days' written notice that all Closing conditions have been met and it is ready to close the Offering.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except in each case as set forth in the Disclosure Schedules (which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation made herein

only to which it refers), the Company hereby makes the following representations and warranties to each Purchaser as of the date hereof and the Closing Date unless as of a specific date therein in which case they shall be accurate as of such date:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company (each a "Subsidiary" and collectively, the "Subsidiaries") and the Company's ownership interests therein as of the date of this Agreement are set forth on Schedule 3.1(a). The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. If the Company has no Subsidiaries relevant to any component of this Agreement as of a particular date, then such reference shall not be applicable.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and, no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders and creditors in connection herewith or therewith other than in connection with the Required Approvals except those filings requires to be made with the Commission and state agencies after the Closing Date. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby to which it is a party do not and will not: (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) conflict with or result

in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filing of Form D with the Commission, (ii) such filings as are required to be made under applicable state securities laws, and (iii) such as may be required but which have been obtained prior to the Closing (collectively, the "Required Approvals").

(f) Issuance of the Securities. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized capital stock a number of shares of Common Stock for issuance of the Underlying Shares at least equal to the Required Minimum on the date hereof.

(g) Capitalization. The capitalization of the Company is as set forth in the Company's Annual Report on Form 10-K for the year-ended September 30, 2019 and subsequent Quarterly Reports on Form 10-Q and amendments thereto (the "SEC Documents") filed with the SEC and in Schedule 3.1(g). Except as disclosed in the SEC Documents and on Schedule 3.1(g), no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as disclosed on Schedule 3.1(g), there are no outstanding warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. There is no stock option plan in effect as of the Closing Date. Except as set forth on Schedule 3.1(g), the issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchaser) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in material compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors, any other Person is required for the issuance and sale of the Securities. There are no stockholder's agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) Financial Statements. The Company's filings available on EDGAR (the "EDGAR Filings") contain audited financial statements of the Company for the year-ended September 30, 2018 ("Financial Statements"). The Financial Statements have been prepared in accordance with GAAP. The Financial Statements fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject to normal, immaterial adjustments and inclusion of footnotes which would be required pursuant to generally accepted accounting principles.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the Financial Statements except as disclosed on Schedule 3.1(i): (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any material liabilities (contingent or otherwise) other than trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate

(j) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. At no time, neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or, to the knowledge of the Company, any current or former director or officer of the Company, nor any current or former officer, director, control person, principal shareholder, or creditor with respect to the relationship of any of the foregoing to the Company, nor to the knowledge of the Company is there any reasonable basis for any of the foregoing. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(m) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as presently conducted, and as contemplated to be conducted, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(n) Title to Assets. The Company and the Subsidiaries have good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made and, the payment of which

is neither delinquent nor subject to penalties. The Company and Subsidiaries do not own any real property. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance.

(o) Intellectual Property.

(i) The term "Intellectual Property Rights" includes:

1. the name of the Company and each Subsidiary, all fictional business names, trading names, registered and unregistered trademarks, service marks, and applications of the Company and each Subsidiary (collectively, "Marks");

2. all patents, patent applications, and inventions and discoveries that may be patentable of the Company and each Subsidiary (collectively, "Patents");

3. all copyrights in both unpublished works and published works of the Company and each Subsidiary (collectively, "Copyrights");

4. all rights in mask works of the Company and each Subsidiary (collectively, "Rights in Mask Works");

5. all know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints (collectively, "Trade Secrets"); owned, used, or licensed by the Company and each Subsidiary as licensee or licensor; and

6. the license or right to directly or indirectly use any of the foregoing, whether perpetually or for a fixed term, whether or not subject to defeasement, and whether or not reduced to writing or otherwise memorialized.

(ii) Agreements. Schedule 3.1(o) contains a complete and accurate list and description of all material Intellectual Property Rights and of all contracts relating to the Intellectual Property Rights to which the Company is a party or by which the Company is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than $10,000 under which the Company is the licensee. There are no outstanding and, to Company's knowledge, no threatened disputes or disagreements with respect to any such agreement.

(iii) Know-How Necessary for the Business. The Intellectual Property Rights are all those necessary for the operation of the Company's businesses as it is currently conducted or contemplated to be conducted. The Company is the owner of all right, title, and interest in and to each of the Intellectual Property Rights, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims, and has the right to use all of the Intellectual Property Rights. To the Company's knowledge, no employee of the Company has entered into any contract that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign, or disclose information concerning his work to anyone other than of the Company.

(iv) Patents. The Company is the owner of or licensee of all right, title and interest in and to each of the Patents, free and clear of all Liens and other adverse claims. All of the issued Patents are currently in compliance with formal legal requirements (including payment of filing, examination,

and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date. No Patent has been or is now involved in any interference, reissue, reexamination, or opposition proceeding. To the Company's knowledge: (1) there is no potentially interfering patent or patent application of any third party, and (2) no Patent is infringed or has been challenged or threatened in any way. To the Company's knowledge, none of the products manufactured and sold, nor any process or know-how used, by the Company infringes or is alleged to infringe any patent or other proprietary right of any other Person.

(v) Trademarks. The Company is the owner of all right, title, and interest in and to each of the Marks, free and clear of all Liens and other adverse claims. All Marks that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date. No Mark has been or is now involved in any opposition, invalidation, or cancellation and, to the Company's knowledge, no such action is threatened with respect to any of the Marks. To the Company's knowledge: (1) there is no potentially interfering trademark or trademark application of any third party, and (2) no Mark is infringed or has been challenged or threatened in any way. To the Company's knowledge, none of the Marks used by the Company infringes or is alleged to infringe any trade name, trademark, or service mark of any third party.

(vi) Copyrights. The Company is the owner of all right, title, and interest in and to each of the Copyrights, free and clear of all Liens and other adverse claims. All the Copyrights have been registered and are currently in compliance with formal requirements, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the date of the Closing. No Copyright is infringed or, to the Company's knowledge, has been challenged or threatened in any way. To the Company's knowledge, none of the subject matter of any of the Copyrights infringes or is alleged to infringe any copyright of any third party or is a derivative work based on the work of a third party. All works encompassed by the Copyrights have been marked with the proper copyright notice.

(vii) Trade Secrets. With respect to each Trade Secret, the documentation relating to such Trade Secret is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual. The Company has taken all reasonable precautions to protect the secrecy, confidentiality, and value of its Trade Secrets. The Company has good title and an absolute (but not necessarily exclusive) right to use the Trade Secrets. The Trade Secrets are not part of the public knowledge or literature, and, to the Company's knowledge, have not been used, divulged, or appropriated either for the benefit of any Person (other the Company) or to the detriment of the Company. No Trade Secret is subject to any adverse claim or has been challenged or threatened in any way.

(p) Reserved.

(q) Transactions With Affiliates and Employees. Except as set forth in the EDGAR Filings or described herein, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $100,000 other than for: (i) payment of salary or consulting fees for services rendered and (ii)

reimbursement for expenses incurred on behalf of the Company). A copy of all employment agreements to which the Company and any Subsidiary are parties have been filed as exhibits to the EDGAR Filings.

(r) Certain Fees. Except as set forth on Schedule 3.1(r), no brokerage, finder's fees, commissions or due diligence fees are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchaser shall have no obligation with respect to any such fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.1(r) that may be due in connection with the transactions contemplated by the Transaction Documents.

(s) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(t) Registration Rights. Except as disclosed on Schedule 3.1(t), no Person has any right to cause the Company or any Subsidiary to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

(u) Application of Takeover Protections. The Company has taken all necessary action, if any, in order to render inapplicable as of the Closing Date and thereafter any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of the State of Idaho that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchaser' ownership of the Securities. Notwithstanding the foregoing, as disclosed in the Company's EDGAR Filings, the Purchaser acknowledges that this Section 3.1(u) does not apply to the Company's shares of Series B Preferred Stock with "super voting" rights.

(v) Disclosure. All of the disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, when taken together as a whole, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2.

(w) Solvency. Based on the consolidated financial condition of the Company as of the Closing Date, and the Company's good faith estimate of the fair market value of its assets, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder and other funding under the Registration Statement and/or as set forth in Schedule 3.2(w): (i) the fair saleable value of the Company's assets, including its Subsidiaries, exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. The Financial Statements and Schedule 3.1(i) set forth all outstanding liens secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement,

"Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of $250,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $250,000 due under leases required to be capitalized in accordance with GAAP. The Company is not in default with respect to any Indebtedness.

(x) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect or as set forth in Schedule 3.2(x) hereto, the Company and its Subsidiaries each (i) has made or filed all United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(y) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of FCPA.

(z) Acknowledgment Regarding Purchaser's Purchase of Securities. The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that the Purchaser is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by the Purchaser or any of its respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchaser's purchase of the Securities. The Company further represents to the Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(aa) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

(bb) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(cc) Private Placement. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchaser as contemplated hereby. The offer and sale and resale of the Securities does not integrate for any purpose including any state laws or securities laws with any other offer or sale of the Company's Securities nor any filing that may have been made with respect thereto.

(dd) No General Solicitation or Integration. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchaser and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(ee) Indebtedness and Seniority. As of the date hereof, all indebtedness and Liens are as set forth on the Financial Statements and Schedule 3.1(i).

(ff) No Disqualification Events. With respect to the Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchaser a copy of any disclosures provided thereunder.

(gg) Other Covered Persons. The Company is not aware of any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

(hh) Notice of Disqualification Events. The Company will notify the Purchaser in writing, prior to the Closing Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

(ii) No Integrated Offering. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, neither the Company, nor, to the knowledge of the Company, any of its Affiliates, nor any Person acting on its or, to the knowledge of the Company, their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities by the Company to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(jj) Reporting Company/Shell Company. The Company is a publicly-held company subject to reporting obligations pursuant to Section 12(g) of the Exchange Act. Pursuant to the provisions of the Exchange Act. As of the Closing Date, the Company is not a "shell company" nor "former shell company" as those terms are employed in Rule 144 and specifically under Rule 144(i)(2) under the Securities Act.

(kk) Sarbanes-Oxley; Internal Accounting Controls. The Company and the Subsidiaries are in material compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the

disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company and its Subsidiaries.

(ll) Survival. The foregoing representations and warranties shall survive the Closing Date.

3.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein):

(a) Organization; Authority. The Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by the Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) to the extent the indemnification provisions contained in this Agreement may be limited by applicable law.

(b) Understandings or Arrangements. The Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting the Purchaser's right to sell the Securities pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws). The Purchaser is acquiring the Securities hereunder in the ordinary course of its business.

(c) Purchaser Status. At the time the Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it converts any Shares acquired hereunder, it will be either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act. The Purchaser is not required to be registered as a broker-dealer under Section 15 of the Exchange Act. The Purchaser has the authority and is duly and legally qualified to purchase and own the Securities. The Purchaser is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

(d) Experience of Purchaser. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) Information on Company. Purchaser is not deemed to have any knowledge of any information not included in the Financial Statements or the Transaction Documents unless such information is delivered in the manner described in the next sentence. The Purchaser was afforded (i) the opportunity to ask such questions as the Purchaser deemed necessary of, and to receive answers from, representatives of the Company concerning the merits and risks of acquiring the Securities; (ii) the right of access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable the Purchaser to evaluate the Securities; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to acquiring the Securities. In addition, the Purchaser may have received in writing from the Company such other information concerning its operations, financial condition and other matters as the Purchaser has requested, identified thereon as OTHER WRITTEN INFORMATION (such other information is collectively, the "Other Written Information"), and considered all factors the Purchaser deems material in deciding on the advisability of investing in the Securities.

(f) Compliance with Securities Act; Reliance on Exemptions. The Purchaser understands and agrees that the Securities have not been registered under the Securities Act or any applicable state securities laws, by reason of their issuance in a transaction that does not require registration under the Securities Act, and that such Securities must be held indefinitely unless a subsequent disposition is registered under the Securities Act or any applicable state securities laws or is exempt from such registration. The Purchaser understands and agrees that the Securities are being offered and sold to the Purchaser in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and regulations and that the Company is relying in part upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Securities.

(g) No Governmental Review. The Purchaser understands that no United States federal or state agency or any other governmental or state agency has passed on or made recommendations or endorsement of the Securities or the suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(h) No Conflicts. The execution, delivery and performance of this Agreement and performance under the other Transaction Documents and the consummation by the Purchaser of the transactions contemplated hereby and thereby or relating hereto or thereto do not and will not (i) result in a violation of the Purchaser's charter documents, bylaws or other organizational documents, if applicable, (ii) conflict with nor constitute a default (or an event which with notice or lapse of time or both would become a default) under any agreement to which the Purchaser is a party, nor (iii) result in a violation of any law, rule, or regulation, or any order, judgment or decree of any court or governmental agency applicable to the Purchaser or its properties (except for such conflicts, defaults and violations as would not, individually or in the aggregate, have a material adverse effect on the Purchaser). The Purchaser is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement or perform under the other Transaction Documents nor to purchase the Securities in accordance with the terms hereof, provided that for purposes of the representation made in this sentence, the Purchaser is assuming and relying upon the accuracy of the relevant representations and agreements of the Company herein.

(i) Tax Liability. The Purchaser has reviewed with its own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Purchaser understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

(k) Pre-Existing Relationships. The Purchaser represents and warrants that: (i) the Purchaser has a prior substantial pre-existing relationship with the Company or its agents, the Purchaser is not investing in the Offering in connection with or as a result of the EDGAR Filings or any other filing made by the Company with the Commission and (ii) no Securities were offered or sold to it by means of any form of "general solicitation" or "general advertising," as such terms are defined in Regulation D, and in connection therewith, the Purchaser did not (A) receive or review

any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or on the internet or broadcast over television or radio, whether closed circuit, or generally available; or (B) attend any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising; or (C) observe any website or filing of the Company with the Commission in which any offering of securities by the Company was described and as a result learned of any offering of securities by the Company.

(l) Non-Affiliate Status. The Purchaser represents and warrants that to the knowledge of the Purchaser: (i) it is not an "affiliate" of the Company as such term is defined in Rule 405 promulgated under the Securities Act or Rule 12b-2 promulgated under the Exchange Act; (ii) during the last six months the Purchaser has not engaged in any transactions in violation of Section 16 of the Exchange Act; and (iii) the consummation of the transactions contemplated hereby will not result in any violation of Section 16 of the Exchange Act by the Purchaser.

(m) Survival. The foregoing representations and warranties shall not survive the Closing Date.

3.3 Reliance. The Company acknowledges and agrees that the representations contained in Section 3.2 shall not modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transaction contemplated hereby.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions.

(a) Securities Laws. The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of a Purchaser or in connection with a pledge as contemplated in Section 4.1(c), the Company may require the transferor thereof to provide to the Company at the Company's expense, an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of such transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of a Purchaser under this Agreement and the other Transaction Documents.

(b) Legend. The Purchaser agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Securities in the following form:

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND APPLICABLE STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. TO THE EXTENT PERMITTED BY APPLICABLE SECURITIES LAWS, THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

(c) Pledge. The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Securities to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and who agrees to be bound by the provisions of this Agreement and, if required under the terms of such arrangement, the Purchaser may transfer pledge or secure Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Securities including, if the Securities are subject to registration pursuant to a registration rights agreement, the preparation and filing of any required prospectus supplement under Rule 424(b)(3) under the Securities Act or other applicable provision of the Securities Act to appropriately amend the list of selling stockholders thereunder.

(d) Legend Removal. Certificates evidencing the Securities shall not contain any legend (including the legend set forth in Section 4.1(b) hereof): (i) while a registration statement covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Securities pursuant to Rule 144, or (iii) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly if required by the Transfer Agent to effect the removal of the legend hereunder. If all or any Shares are converted, at a time when there is an effective registration statement to cover the resale of the Conversion Shares, or if the Conversion Shares may be sold under Rule 144 or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) then such Conversion Shares or Bonus Shares, as applicable, shall be issued free of all legends. The Company agrees that following such time as such legend is no longer required under this Section 4.1(d), it will, no later than five Trading Days following the delivery by the Purchaser to the Company or the Transfer Agent of a certificate representing the Conversion Shares , as applicable, issued with a restrictive legend (such fifth Trading Day, the "Legend Removal Date"), deliver or cause to be delivered to the Purchaser a certificate representing such shares that is free from all restrictive and other legends (however, the Corporation shall use reasonable best efforts to deliver such shares within two (2) Trading Days). The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4. In lieu of delivering physical certificates representing the unlegended shares, upon request of a Purchaser, so long as the certificates therefor do not bear a legend and the Purchaser is not obligated to return such certificate for the placement of a legend thereon, the Company shall cause its transfer agent to electronically transmit the unlegended shares by crediting the account of Purchaser's prime broker with the Depository Trust Company through its Deposit Withdrawal At Custodian system, provided that the Company's Common Stock is DTC eligible and the Company's transfer agent participates in the Deposit Withdrawal at Custodian system. Such delivery must be made on or before the Legend Removal Date.

(e) DWAC. In lieu of delivering physical certificates representing the unlegended shares, upon request of a Purchaser, so long as the certificates therefor do not bear a legend and the Purchaser is not obligated to return such certificate for the placement of a legend thereon, the Company shall cause its transfer agent to electronically transmit the unlegended shares by crediting the account of Purchaser's prime broker with the Depository Trust Company through its Deposit Withdrawal At Custodian system, provided that the Company's Common Stock is DTC eligible and the Company's transfer agent participates in the Deposit Withdrawal at Custodian system. Such delivery must be made on or before the Legend Removal Date.

(f) Injunction. In the event a Purchaser shall request delivery of Securities as described in this Section 4.1, the Company is required to deliver such Securities, the Company may not refuse to deliver Securities based on any claim that the Purchaser or anyone associated or affiliated with the Purchaser has not complied with Purchaser's obligations under the Transaction Documents, or for any other reason, unless, an injunction or temporary

restraining order from a court, on notice, restraining and or enjoining delivery of such unlegended shares shall have been sought and obtained by the Company and the Company has posted a surety bond for the benefit of the Purchaser in the amount of 120% of the amount of the aggregate purchase price of the Securities intended to be subject to the injunction or temporary restraining order, which bond shall remain in effect until the completion of arbitration/ litigation of the dispute and the proceeds of which shall be payable to the Purchaser to the extent Purchaser obtains judgment in Purchaser's favor.

(g) Buy-In. In addition to any other rights available to Purchaser, if the Company fails to deliver to the Purchaser Securities as required pursuant to this Agreement and after the Legend Removal Date, the Purchaser, or a broker on the Purchaser's behalf, purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Purchaser of the shares of Common Stock which the Purchaser was entitled to receive in unlegended form from the Company (a "Buy-In"), then the Company shall promptly pay in cash to the Purchaser (in addition to any remedies available to or elected by the Purchaser) the amount, if any, by which (A) the Purchaser's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (B) the aggregate purchase price of the shares of Common Stock delivered to the Company for reissuance as unlegended Shares, together with interest thereon at a rate of 15% per annum accruing until such amount and any accrued interest thereon is paid in full (which amount shall be paid as liquidated damages and not as a penalty). For example, if a Purchaser purchases shares of Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to $10,000 of purchase price of Shares delivered to the Company for reissuance as unlegended shares, the Company shall be required to pay the Purchaser $1,000, plus interest, if any. The Purchaser shall provide the Company written notice indicating the amounts payable to the Purchaser in respect of the Buy-In.

(f) Legend Removal Default. In addition to the Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash, as partial liquidated damages and not as a penalty, for each $1,000 of Underlying Shares (based on the VWAP of the Common Stock on the date such Securities are submitted to the Transfer Agent) delivered for removal of the restrictive legend and subject to Section 4.1(c), $25 per Trading Day for each Trading Day after the Legend Removal Date (increasing to $50 per Trading Day after the second Trading Day) until such certificate is delivered without a legend. Nothing herein shall limit the Purchaser's right to pursue actual damages for the Company's failure to deliver certificates representing any Securities as required by the Transaction Documents, and the Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

4.2 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding shares of Common Stock, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Documents, including, without limitation, its obligation to issue the Underlying Shares pursuant to the Transaction Documents, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against any Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Company.

4.3 Furnishing of Information; Public Information.

(a) Commencing on the Effective Date and until the earliest of the time that (i) no Purchaser owns any Securities, or (ii) five (5) years after the Closing Date, the Company covenants to maintain the registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

(b) At any time commencing on the Closing Date and ending at such time that all of the Securities may be sold without the requirement for the Company to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144, if the Company shall fail for any reason to satisfy the current public information requirement under Rule 144(c) (a "Public Information Failure") then, in addition to the Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash, as partial liquidated damages and not as a penalty,

by reason of any such delay in or reduction of its ability to sell the Securities, an amount in cash equal to 2% of the aggregate Subscription Amount of the Purchaser's Securities held by the Purchaser on the day of a Public Information Failure and on every thirtieth (30th) day (pro-rated for periods totaling less than thirty days) thereafter until the earlier of (a) the date such Public Information Failure is cured and (b) such time that such public information is no longer required for the Purchaser to transfer the Underlying Shares pursuant to Rule 144. The payments to which a Purchaser shall be entitled pursuant to this Section 4.2(b) are referred to herein as "Public Information Failure Payments." Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third (3rd) Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. In the event the Company fails to make Public Information Failure Payments in a timely manner, such Public Information Failure Payments shall bear interest at the rate of 1.5% per month (prorated for partial months) until paid in full. Nothing herein shall limit the Purchaser's right to pursue actual damages for the Public Information Failure, and the Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

4.4 Conversion and Exercise Procedures. The form of Notice of Conversion attached to the Certificate of Designation sets forth the totality of the procedures required of the Purchaser in order to convert the Shares. No additional legal opinion, other information or instructions shall be required of the Purchaser to convert their Shares. The Company shall honor conversions of the Shares and shall deliver Underlying Shares in accordance with the terms, conditions and time periods set forth in the Transaction Documents. The Shares will not be subject to a mandatory conversion except as described in the Certificate of Designations.

4.5 Use of Proceeds. Other than as set forth in Schedule 4.5 hereto, the Company will use the net proceeds to the Company from the sale of the Shares hereunder for general corporate purposes and working capital The Company shall not use such proceeds: (a) for the satisfaction of any portion of the Company's debt (other than as set forth on Schedule 4.5 and other than payment of trade payables in the ordinary course of the Company's business and prior practices), (b) for the redemption of any Common Stock or Common Stock Equivalents, (c) for the settlement of any outstanding litigation (except for payments pursuant to settlement agreements entered into prior to the date hereof and disclosed in the Disclosure Schedules), or (d) in violation of the law, including FCPA or OFAC.

4.6 Indemnification of Purchaser. Subject to the provisions of this Section 4.6, the Company will indemnify and hold the Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls the Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any the Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of the Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of the Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings the Purchaser Party may have with any such stockholder or any violations by such Purchaser Party of state or federal securities laws or any conduct by the Purchaser Party which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, the Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is,

in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of the Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of its representations, warranties or covenants under the Transaction Documents. The indemnification required by this Section 4.6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.7 Reservation of Securities.

(a) The Company shall maintain a reserve from its duly authorized shares of Common Stock for issuance pursuant to the Transaction Documents in such amount as may then be required to fulfill its obligations in full under the Transaction Documents, but not less than the Required Minimum.

(b) If, on any date, the number of authorized but unissued (and otherwise unreserved) shares of Common Stock is less than the Required Minimum on such date, then the Board of Directors shall amend the Company's certificate or articles of incorporation to increase the number of authorized but unissued shares of Common Stock to at least the Required Minimum at such time, as soon as possible and in any event not later than the 60th day after such date. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than ninety (90) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its commercially reasonable efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal. Notwithstanding the foregoing, if any such time of an Authorized Share Failure, the Company is able to obtain the written consent of a majority of the shares of its issued and outstanding Common Stock to approve the increase in the number of authorized shares of Common Stock without soliciting its stockholders, the Company may satisfy this obligation by obtaining such consent and submitting for filing with the SEC an Information Statement on Schedule 14C.

4.8 Form D. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof, promptly upon request of any Purchaser.

4.9 Subsequent Equity Sales. For so long as Shares are outstanding, the Company will not amend the terms of any securities or Common Stock Equivalents or of any agreement outstanding or in effect as of the date of this Agreement pursuant to which same were or may be acquired without the consent of the Purchaser, which consent will not be unreasonably be withheld, if the result of such amendment would be at an effective price per share of Common Stock less than the Conversion Price in effect at the time of such amendment. For so long as Shares are outstanding, the Company will not issue any Common Stock or Common Stock Equivalents at an effective issue price lower than the then in effect Conversion Price without the consent of the Purchaser. The restrictions and limitations in this Section 4.9 are in addition to and shall apply whether or not a Purchaser exercises its rights pursuant to the Certificate of Designation. If, at any time while the Shares are outstanding, Company or any Subsidiary, as applicable, sells or grants any option to purchase or sells or grants any right to reprice, or otherwise disposes of or issues (or announces any sale, grant or any option to purchase or other disposition), any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the then Conversion Price in effect (such lower price, the "Base Conversion Price" and such issuances, collectively, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of the Dilutive Issuance), then the

Conversion Price shall be reduced to equal the Base Conversion Price. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. The repricing of any existing convertible note, including the Tangier Note, shall also be a Dilutive Issuance. Notwithstanding the foregoing, no adjustment will be made under this Section 4.9 in respect to any currently outstanding warrants issued by the Company and identified on Schedule 3.1(g). Notwithstanding the foregoing, the provisions of this Section 4.9 shall not apply to any Exempt Issuance.

4.10 Equal Treatment of Purchaser. Following the Closing, no consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same or substantially similar consideration is also offered, *mutatis mutandis*, on a ratable basis to all of the parties to this Agreement. For clarification purposes, this provision constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser, and is intended for the Company to treat the Purchaser as a class and shall not in any way be construed as the Purchaser acting in concert or as a group with respect to the purchase, disposition or voting of Securities or otherwise. Notwithstanding the foregoing, it is agreed that the provisions of this Section 4.10 shall only apply to the purchase and sale transaction contemplated by Section 2.1(a) and not the exchange transaction contemplated by Section 2.1(b).

4.11 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities or that would require approval of the Company's shareholders of such other transaction unless such shareholder approval is obtained before the closing of such subsequent transaction.

4.12 Maintenance of Property and Insurance. Until the End Date, the Company shall keep all of its property, which is necessary or useful to the conduct of its business, in good working order and condition, ordinary wear and tear excepted. Until the End Date, the Company will secure and maintain insurance coverage of the type and not less than the amount in effect as provided in this Agreement.

4.13 Preservation of Corporate Existence. Until the End Date, the Company shall preserve and maintain its corporate existence, rights, privileges and franchises in the jurisdiction of its incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is necessary in view of its business or operations and where the failure to qualify or remain qualified might reasonably have a Material Adverse Effect upon the financial condition, business or operations of the Company taken as a whole.

4.14 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents.

4.15 Reimbursement. If any Purchaser becomes involved in any capacity in any Proceeding by or against any Person who is a stockholder of the Company (except as a result of sales, pledges, margin sales and similar transactions by the Purchaser to or with any current stockholder), solely as a result of the Purchaser's acquisition of the Securities under this Agreement, the Company will reimburse the Purchaser for its reasonable legal and other expenses (including the cost of any investigation preparation and travel in connection therewith) incurred in connection therewith, as such expenses are incurred. The reimbursement obligations of the Company under this paragraph shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to any Affiliates of the Purchaser who are actually named in such action, proceeding or investigation, and partners, directors, agents, employees and controlling persons (if any), as the case may be, of the Purchaser and any such Affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, the Purchaser and any such Affiliate and any such Person. The Company also agrees that neither the Purchaser nor any such Affiliates, partners, directors, agents, employees or controlling persons shall have any liability to the Company or any Person asserting claims on behalf of or in right of the Company solely as a result of acquiring the Securities under this Agreement.

4.16 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company covenants and agrees that neither it, nor any other Person acting on its behalf, will provide any Purchaser or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto the Purchaser shall have entered into a written agreement with the Company regarding the confidentiality and use of such information. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.17 Indebtedness. For so long as the Shares are outstanding, and except for Exempt Issuances, the Company will not incur any Indebtedness without the consent of the Purchaser, other than Indebtedness in the ordinary course of business, which shall include the issuance of convertible notes to fund operations, from time to time, containing provisions that are standard practice for public company such as the Company and its Subsidiaries. Notwithstanding the foregoing, the Company will give the Purchaser five (5) Trading Days prior written notice before entering into any convertible note or similar transaction.

4.18 Most Favored Nation Provision. From the date hereof and for so long as a Purchaser holds any Securities, in the event that the Company issues or sells any Common Stock or Common Stock Equivalents, if a Purchaser then holding outstanding Securities, reasonably believes that any of the terms and conditions appurtenant to such issuance or sale are more favorable to such investors than are the terms and conditions granted to the Purchaser hereunder, upon notice to the Company by the Purchaser within five (5) Trading Days after disclosure of such issuance or sale, the Company shall amend the terms of this transaction as to the Purchaser only so as to give the Purchaser the benefit of such more favorable terms or conditions. This Section 4.18 shall not apply to an Exempt Issuance. The Company shall provide the Purchaser with notice of any such issuance or sale not later than ten (10) Trading Days before such issuance or sale.

4.19 Seniority. Except as pursuant to the terms of this Agreement and as set forth in Schedule 4.19, until the Shares are no longer outstanding, the Company shall not issue any series of preferred stock which would give the holder thereof directly or indirectly, any right to payment pari passu to or superior to any right of the Purchaser as holder of the Shares.

4.20 Securities Laws Disclosure; Publicity. The Company shall, by 9:00 a.m. (New York City time) on the third (3rd) Trading Day immediately following the Closing Date, issue a press release disclosing the material terms of the transactions contemplated hereby, and shall file a Current Report on Form 8-K or other filing with the Commission including the Transaction Documents as exhibits thereto within the time period required by the Exchange Act. From and after the issuance of such filing, the Company represents to the Purchaser that it shall have publicly disclosed all material, non-public information delivered to any of the Purchaser by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. The Company and each Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of any Purchaser, or without the prior consent of each Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser, or include the name of any Purchaser in any filing with the Commission or any regulatory agency or Trading Market unless the name of the Purchaser is already included in the body of the Transaction Documents, without the prior written consent of the Purchaser, except: (a) as required by federal securities law in connection with the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchaser with prior notice of such disclosure permitted under this clause (b).

4.21 Listing of Common Stock. The Company hereby agrees to maintain the listing or quotation of the Common Stock on the Trading Market on which it is currently listed, and prior to the Closing, the Company shall apply to list or quote all of the Conversion Shares on such Trading Market and use commercially reasonable efforts to secure the listing of all of the Conversion Shares on such Trading Market. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will then include in such application all of the Conversion Shares and will take such other action as is necessary to cause all of the Conversion Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then use commercially reasonable efforts to continue the listing or quotation and trading of its Common Stock on a Trading Market until the later of (i) the five-year anniversary of the Closing Date, (ii) the date no Shares are outstanding and (iii) the end of the Protection Period, and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market until such later date.

4.22 Preservation of Corporate Existence. The Company shall preserve and maintain its corporate existence, rights, privileges and franchises in the jurisdiction of its incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is necessary in view of its business or operations and where the failure to qualify or remain qualified might reasonably have a Material Adverse Effect upon the financial condition, business or operations of the Company taken as a whole.

4.23 Piggy-Back Registrations. If at any time until two years after the Closing Date there is not an effective registration statement covering all of the Conversion Shares and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the 1933 Act of any of its equity securities, but excluding Forms S-4 or S-8 and similar forms which do not permit such registration, then the Company shall send to each holder of any of the Securities written notice of such determination and, if within fifteen calendar days after receipt of such notice, any such holder shall so request in writing, the Company shall include in such registration statement all or any part of the Conversion Shares such holder requests to be registered, subject to customary underwriter cutbacks applicable to all holders of registration rights and any cutbacks in accordance with guidance provided by the Securities and Exchange Commission (including, but not limited to, Rule 415). The obligations of the Company under this Section may be waived by any holder of any of the Securities entitled to registration rights under this Section. The holders whose Conversion Shares are included or required to be included in such registration statement are granted the same rights, benefits, liquidated or other damages and indemnification granted to other holders of securities included in such registration statement. Notwithstanding anything to the contrary herein, the registration rights granted hereunder to the holders of Securities shall not be applicable for such times as such Conversion Shares may be sold by the holder thereof without restriction pursuant to Section 144(b)(1) of the 1933 Act. In no event shall the liability of any holder of Securities or permitted successor in connection with any Conversion Shares included in any such registration statement be greater in amount than the dollar amount of the net proceeds actually received by such Subscriber upon the sale of the Conversion Shares sold pursuant to such registration or such lesser amount in proportion to all other holders of Securities included in such registration statement. All expenses incurred by the Company in complying with this Section, including, without limitation, all registration and filing fees, printing expenses (if required), fees and disbursements of counsel and independent public accountants for the Company, fees and expenses (including reasonable counsel fees) incurred in connection with complying with state securities or "blue sky" laws, fees of the NASD, transfer taxes, and fees of transfer agents and registrars, are called "Registration Expenses." All underwriting discounts and selling commissions applicable to the sale of registrable securities are called "Selling Expenses." The Company will pay all Registration Expenses in connection with the registration statement under this Section. Selling Expenses in connection with each registration statement under this Section shall be borne by the holder and will be apportioned among such holders in proportion to the number of Shares included therein for a holder relative to all the Securities included therein for all selling holders, or as all holders may agree.

ARTICLE V.

MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by the Purchaser, as to the Purchaser's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the Purchaser, by written notice to the other parties, if the Closing has not been consummated on or before August 30, 2020.

5.2 Fees and Expenses. Except as expressly set forth on Schedule 3.1(r), each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser. The Company agrees to pay the legal fees of G&M, counsel to the Purchaser, in the amount of $5,000 incurred in connection with the negotiation, preparation, execution and delivery of the Transaction Documents and Closing.

5.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or email or facsimile transmission, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by email together with a confirmation facsimile or a facsimile transmission with confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to the Company, to: Quad M Solutions, Inc., 115 River Road, Suite 151, Edgewater, NJ 07020 , Attn: Pat Dileo, CEO, email: pdileo@endeavorplus.com, with a copy by fax or email only to (which shall not constitute notice): Lawrence R. Lonergan, Esq., 96 Park Street, Montclair, NJ 07042, facsimile: (973) 509-0063, email: llonergan@wlesq.com and (ii) if to the Purchaser, to: the addresses and fax numbers indicated on the signature pages hereto, with an additional copy by fax only to (which shall not constitute notice): Grushko & Mittman, P.C., 515 Rockaway Avenue, Valley Stream, New York 11581, Attn: Eliezer Drew, Esq., facsimile: (212) 697-3575, email: eli@grushkomittman.com.

5.5 Amendments; Waivers. No provision of this Agreement nor any other Transaction Document may be waived, modified, supplemented or amended nor consent obtained or approval deemed granted except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser of the component of the affected Securities then outstanding or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement nor any other Transaction Document shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement thereof, nor shall any delay or omission of any party to exercise any right thereunder in any manner impair the exercise of any such right.

5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Purchaser (other than by merger). Following the Closing, any

Purchaser may assign, on ten (10) Business Day prior notice any or all of its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound with respect to the transferred Securities by the provisions of the Transaction Documents that apply to the "Purchaser" and is able to make each and every representation made by Purchaser in this Agreement. No assignment by a Purchaser will be allowed if the result would be an increase in the number of actual or beneficial owners of the assigned securities.

5.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.10.

5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any action, suit or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.10, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

5.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to each other Party, it being understood that the Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.12 Severability. If any term, provision, covenant or restriction of any Transaction Document is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then the Purchaser may, at any time prior to the Company's performance of such obligations, rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights; provided, however, that in the case of a rescission of a conversion of Shares, the applicable Purchaser shall be required to return any shares of Common Stock subject to any such rescinded conversion or exercise notice concurrently with the return to the Purchaser of the aggregate exercise price paid to the Company for such shares and the restoration of the Purchaser's right to acquire such shares pursuant to the Purchaser's Shares.

5.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.16 Payment Set Aside. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.17 Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any claim, action or proceeding that may be brought by any Purchaser in order to enforce any right or remedy under any Transaction Document. Notwithstanding any provision to the contrary contained in any Transaction Document, it is expressly agreed and provided that the total liability of the Company under the Transaction Documents for payments in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums in the nature of interest that the Company may be obligated to pay under the Transaction Documents exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by law and applicable to the Transaction Documents is increased or decreased by statute or any official governmental action subsequent to the date hereof, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to the Transaction Documents from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to any Purchaser with respect to indebtedness evidenced by the Transaction Documents, such excess shall be applied by the Purchaser to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Purchaser's election.

5.18 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.19 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

5.20 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

5.22 Equitable Adjustment. Trading volume amounts, price/volume amounts and similar figures in the Transaction Documents shall be equitably adjusted (but without duplication) to offset the effect of stock splits, similar events and as otherwise described in this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Series H Convertible Stock Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Quad M Solutions, Inc.

By: _____
Name:
Title: Chief Executive Officer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[PURCHASER SIGNATURE PAGE TO Quad M Solutions, Inc.
SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Facsimile Number of Authorized Signatory: _____

Address for Notice to Purchaser:

Address for Delivery of Securities to Purchaser (if not same as address for notice):

_____

_____

_____

Subscription Amount: Up to $25,000.00

Series H Convertible Preferred Shares: 5,000

EIN Number: _____

SCHEDULE 3.1(a)
Subsidiaries (All Wholly-Owned except as noted below)

1. OpenAxess, Inc., f/k/a PR 345, Inc., a Texas corporation;
2. NuAxess 2, Inc., a Delaware corporation;
3. PrimeAxess, Inc., a Texas corporation owned 51% by the Company and 49% owned by Infiniti HR, Inc., a joint venture partner of the Company, a Maryland corporation; and
4. PrimeAxess 2, Inc., a Texas corporation owned 51% by the Company and 49% owned by Infiniti HR, Inc.

EXHIBIT 10.5

CERTIFICATE OF DESIGNATION
of the
PREFERENCES, RIGHTS, LIMITATIONS, QUALIFICATIONS AND RESTRICTIONS
of the
SERIES H CONVERTIBLE PREFERRED STOCK
of
QUAD M SOLUTIONS, INC.

Quad M Solutions, Inc., an Idaho corporation (the "Company"), hereby certifies that, pursuant to the authority conferred upon the Board of Directors of the Company (the "Board") by its Amended Certificate of Incorporation, on August 18, 2020, the Board duly adopted the following resolution providing for the authorization of shares of the Company's Series H Convertible Preferred Stock (the "Series H Convertible Preferred Stock" or "Series H Preferred Stock") pursuant to the terms of this Preferences, Rights, Limitations, Qualifications And Restrictions Of The Series H Convertible Preferred Stock the "Series H Certificate of Designations:"

NOW THEREFORE, BE IT RESOLVED, that pursuant to the authority granted to the Board of Directors in accordance with the provisions of the Certificate of Incorporation, as Amended, the Board of Directors hereby authorizes the adoption of this Series H Convertible Preferred Stock Certificate of Designation:

1. Designation and Amount; Designated Holder. The Company has authorized ten million (10,000,000) shares of Preferred Stock, $0.10 par value per share, of which there is: (i) one (1) share of Super Voting Class B Preferred Stock; (ii) four hundred thousand (400,000) shares of Series C Convertible Preferred Stock; and (iii) four hundred thousand (400,000) shares of Series D Convertible Preferred Stock issued and outstanding; (iv) twenty-five thousand (25,000) shares Series E Convertible Preferred Stock; twenty thousand seven hundred and fifty (20,750) shares Series F Convertible Preferred Stock; two million, two hundred thousand (2,200,000) shares Series G Convertible Preferred Stock; fifty thousand (50,000) shares of Series M Convertible Preferred Stock, of which 11,500 shares are issuable; and pursuant to this Series H Certificate of Designation, the Company hereby authorizes five thousand (5,000) shares Series H Convertible Preferred Stock, with the rights and preferences set forth below.

2. Rank. The Series H Convertible Preferred Stock shall rank: (i) senior to all of the Common Stock, par value $0.10 per share, of the Company ("Common Stock") and to all other classes or series of capital stock of the Company currently outstanding except the Series E Convertible Preferred Stock (collectively, the "Junior Securities"); and (ii) pari passu to all series of preferred stock outstanding, including the Series B Super Voting Preferred Stock, specifically including shares of Series C Convertible Preferred Stock (collectively, the "Senior Securities"). Each share of Series H Preferred Stock shall have a stated value of $10.00 ("Stated Value")

3. Dividends. The Series H Preferred Stock shall participate with the Common Stock, on an as converted basis in any dividends declared by the Company. The Series H Preferred shall not participate in the dividends to be payable on the Series G Preferred.

4. Liquidation Preference.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of shares of Series H Preferred Stock (individually, a "Holder" and collectively, the "Holders") will be entitled to be paid out of the assets the Company has legally available for distribution to its shareholders on the same basis and pari passu with any shares of Preferred Stock, whether issued and outstanding at the date of this Certificate of Designation or any subsequently authorized and issued Preferred Stock (sometimes referred to collectively, as the "Senior Securities"). The preferential rights of the holders of the Senior Securities will be paid out prior to all Junior Securities with respect to the distribution of assets upon liquidation, dissolution or winding up, a liquidation preference plus an amount equal to any accumulated and unpaid dividends to, but not including, the date of payment, before any distribution of assets is made to holders of Common Stock or any other class or series of Junior

Securities or other capital stock of the Company that it may issue that ranks junior to the Series H Preferred Stock as to liquidation rights. The liquidation preference shall be proportionately adjusted in the event of a stock split, stock combination or similar event so that the aggregate liquidation preference allocable to all outstanding shares of Series H Preferred Stock and other Senior Securities immediately prior to such event is the same immediately after giving effect to such event.

(b) In the event that, upon any such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the amount of the liquidating distributions on all outstanding shares of Series H Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company that it may issue ranking on a parity with the Series H Preferred Stock in the distribution of assets, then the Holders of the Series H Preferred Stock and all other such classes or series of capital stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

(c) The Series H Holders will be entitled to written notice of any such liquidation, dissolution or winding up no fewer than thirty (30) days and no more than sixty (60) days prior to the payment date. After payment of the full amount of the liquidating distributions to which they are entitled, the Holders of Series H Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity or of any other entity with or into the Company, or the sale, lease, transfer or conveyance of all or substantially all of the property or business the Company, shall not be deemed a liquidation, dissolution or winding up of the Company.

5. Conversion Rights.

(a) Holder's Conversion Right. Subject to the provisions of Section 5(e), at any time or times on or after the Initial Issuance Date, each holder of a Preferred Share (each, a "**Holder**" and collectively, the "**Holders**") shall be entitled to convert any whole number of Preferred Shares into validly issued, fully paid and non-assessable shares of Common Stock accordance with Section 5(c) at the Conversion Rate (as defined below).

(b) Conversion Rate. The number of validly issued, fully paid and non-assessable shares of Common Stock issuable upon conversion of each Preferred Share pursuant to Section 5(a) shall be determined according to the following formula (the "**Conversion Rate**"):

$$\frac{\text{Conversion Amount}}{\text{Conversion Price}}$$

No fractional shares of Common Stock are to be issued upon the conversion of any Preferred Shares. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up to the nearest whole share. Upon each conversion the Company shall issue an additional $1,250 worth of Common Stock to cover the Holder's expenses related to depositing and selling the shares.

(c) Mechanics of Conversion. The conversion of each Preferred Share shall be conducted in the following manner:

(i) Holder's Conversion. To convert a Preferred Share into one (1) validly issued, fully paid and non-assessable share of Common Stock, on any date (a "**Conversion Date**"), a Holder shall deliver (whether via facsimile or otherwise), for receipt on or prior to 11:59 p.m., New York time, on such date, a copy of an executed notice of conversion of the share(s) of Preferred Shares subject to such conversion in the form attached hereto as **Exhibit I** (the "**Conversion Notice**") to the Company. If required by Section 5(c)(vi), within five (5) Trading Days following a conversion of any such Preferred Shares as aforesaid, such Holder shall surrender to a nationally recognized overnight delivery service for delivery to the Company the original certificates representing the share(s) of Preferred Shares (the "**Preferred Share Certificates**") so converted as aforesaid.

(ii) Company's Response. On or before the first (1st) Trading Day following the date of receipt of a Conversion Notice, the Company shall transmit by facsimile or email transmission which must be confirmed with a facsimile transmission an acknowledgment of confirmation, in the form attached hereto as **Exhibit II**, of receipt of such Conversion Notice to such Holder and the Company's transfer agent (the "**Transfer Agent**"), which confirmation shall constitute an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms herein with respect to the shares of Common Stock. On or before the second (2nd) Trading Day following the date of receipt by the Company of such Conversion Notice, the Company shall (1) provided that (x) the Transfer Agent is participating in the Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program and (y) Common Stock shares to be so issued are otherwise eligible for resale pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended ("Act"), credit such aggregate number of shares of Common Stock to which such Holder shall be entitled to such Holder's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian system, or (2) if either of the immediately preceding clauses (x) or (y) are not satisfied, issue and deliver (via reputable overnight courier) to the address as specified in such Conversion Notice, a certificate, registered in the name of such Holder or its designee, for the number of shares of Common Stock to which such Holder shall be entitled. If the number of Preferred Shares represented by the Preferred Share Certificate(s) submitted for conversion pursuant to Section 5(c)(vi) is greater than the number of Preferred Shares being converted, then the Company shall if requested by such Holder, as soon as practicable and in no event later than three (3) Trading Days after receipt of the Preferred Share Certificate(s) and at its own expense, issue and deliver to such Holder (or its designee) a new Preferred Share Certificate representing the number of Preferred Shares not converted.

(iii) Record Holder. The Person or Persons entitled to receive the shares of Common Stock issuable upon a conversion of Preferred Shares shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date.

(iv) Company's Failure to Timely Convert. If the Company shall fail, for any reason or for no reason, to issue to a Holder within three (3) Trading Days after the Company's receipt of a Conversion Notice (whether via facsimile or otherwise) (the "**Share Delivery Deadline**"), a certificate for the number of shares of Common Stock to which such Holder is entitled and register such shares of Common Stock on the Company's share register or to credit such Holder's or its designee's balance account with DTC for such number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion of any Preferred Shares (as the case may be) (a "**Conversion Failure**"), then, in addition to all other remedies available to such Holder, such Holder, upon written notice to the Company, may void its Conversion Notice with respect to, and retain or have returned (as the case may be) any Preferred Shares that have not been converted pursuant to such Holder's Conversion Notice, provided that the voiding of a Conversion Notice shall not affect the Company's obligations to make any payments which have accrued prior to the date of such notice pursuant to the terms of this Certificate of Designations or otherwise. In addition to the foregoing, if within three (3) Trading Days after the Company's receipt of a Conversion Notice (whether via facsimile or otherwise), the Company shall fail to issue and deliver a certificate to such Holder and register such shares of Common Stock on the Company's share register or credit such Holder's or its designee's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be), and if on or after such third (3rd) Trading Day such Holder (or any other Person in respect, or on behalf, of such Holder) purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Holder of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock, issuable upon such conversion that such Holder so anticipated receiving from the Company, then, in addition to all other remedies available to such Holder, the Company shall, within three (3) Business Days after such Holder's request, which request shall include reasonable documentation of all fees, costs and expenses, and in such Holder's discretion, either (i) pay cash to such Holder in an amount equal to such Holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including, without limitation, by any other Person in respect, or on behalf, of such Holder) (the "**Buy-In Price**"), at which point

the Company's obligation to so issue and deliver such certificate or credit such Holder's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be) (and to issue such shares of Common Stock) shall terminate, or (ii) promptly honor its obligation to so issue and deliver to such Holder a certificate or certificates representing such shares of Common Stock or credit such Holder's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be) and pay cash to such Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock multiplied by (B) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Conversion Notice and ending on the date of such issuance and payment under this clause (ii). Immediately following the voiding of a Conversion Notice as aforesaid, the Conversion Price of any Preferred Shares returned or retained by such Holder for failure to timely convert shall be adjusted to the lesser of (I) the Conversion Price relating to the voided Conversion Notice and (II) the lowest Closing Sale Price of the Common Stock during the period beginning on the Conversion Date and ending on the date such Holder voided the Conversion Notice, subject to further adjustment as provided in this Certificate of Designations. In addition to Holder's other available remedies, the Company shall pay to Holder, in cash, as partial liquidated damages and not as a penalty, for each $1,000 of shares of Common Stock (based on the aggregate Conversion Price of the Preferred Shares for which conversion had been requested, $10 per Trading Day for each Trading Day following the Share Delivery Deadline and increasing to $20 per Trading Day after the fifth Trading Day until such shares of Common Stock are delivered and registered. Nothing herein shall limit Holder's right to pursue actual damages for the Company failure to timely deliver certificates representing Common Stock as required hereby and Holder shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. Further, in the event the Company refuses to honor any Conversion or makes it known it will not honor any Conversion (the "Conversion Default Date"), the Holder will be entitled to damages at the higher of: (i) actual provable damages; or (ii) an amount determined as the product of N*H, where N is the number of shares that would have been issued upon full conversion Series D Preferred Stock held by the Holder on the Conversion Default Date and H is the highest sale price of the Common Stock during the time the Company fails or refuses to honor any Conversion.

(v) Pro Rata Conversion; Disputes. In the event the Company receives a Conversion Notice from more than one Holder, if applicable, for the same Conversion Date and the Company can convert some, but not all, of such Preferred Shares submitted for conversion, the Company shall convert from each Holder electing to have Preferred Shares converted on such date a pro rata amount of such Holder's Preferred Shares submitted for conversion on such date based on the number of Preferred Shares submitted for conversion on such date by such Holder relative to the aggregate number of Preferred Shares submitted for conversion on such date. In the event of a dispute as to the number of shares of Common Stock issuable to a Holder in connection with a conversion of Preferred Shares, the Company shall issue to such Holder the number of shares of Common Stock not in dispute and resolve such dispute in accordance with the Exchange Agreement.

(vi) Book-Entry. Notwithstanding anything to the contrary set forth in this Section 5, upon conversion of any Preferred Shares in accordance with the terms hereof, no Holder thereof shall be required to physically surrender the certificate representing the Preferred Shares to the Company following conversion thereof unless (A) the full or remaining number of Preferred Shares represented by the certificate are being converted (in which event such certificate(s) shall be delivered to the Company as contemplated by this Section 5(c)(vi) or (B) such Holder has provided the Company with prior written notice (which notice may be included in a Conversion Notice) requesting reissuance of Preferred Shares upon physical surrender of any Preferred Shares. Each Holder and the Company shall maintain records showing the number of Preferred Shares so converted by such Holder and the dates of such conversions or shall use such other method, reasonably satisfactory to such Holder and the Company, so as not to require physical surrender of the certificate representing the Preferred Shares upon each such conversion. In the event of any dispute or discrepancy, such records of such Holder establishing the number of Preferred Shares to which the record holder is entitled shall be controlling and determinative in the absence of manifest error. A Holder and any transferee or assignee, by acceptance of a certificate, acknowledge and agree that, by reason of the provisions

of this paragraph, following conversion of any Preferred Shares, the number of Preferred Shares represented by such certificate may be less than the number of Preferred Shares stated on the face thereof. Each certificate for Preferred Shares shall bear the following legend:

ANY TRANSFEREE OR ASSIGNEE OF THIS CERTIFICATE SHOULD CAREFULLY REVIEW THE TERMS OF THE CORPORATION'S CERTIFICATE OF DESIGNATIONS RELATING TO THE SHARES OF SERIES D PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE, INCLUDING SECTION 5(c)(vi) THEREOF. THE NUMBER OF SHARES OF SERIES D PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE MAY BE LESS THAN THE NUMBER OF SHARES OF SERIES D PREFERRED STOCK STATED ON THE FACE HEREOF PURSUANT TO SECTION 5(c)(vi) OF THE CERTIFICATE OF DESIGNATIONS RELATING TO THE SHARES OF SERIES D PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE.

(vii) Make Good. In the event that during the five Trading Days after the deposit with the broker of the Holder of the Conversion Shares for any particular Conversion (the "Look Back Period"), the Conversion Price shall decrease below price it was on the Conversion Date, then within one (1) Trading Day after the Look Back Period, the Company shall deliver to the Holder additional shares of Common stock so that the Conversion Price for such Conversion shall equal the lowest Conversion Price during the Look Back Period.

(d) Taxes. The Company shall pay any and all documentary, stamp, transfer (but only in respect of the registered holder thereof), transfer agent fees, issuance and other similar taxes that may be payable with respect to the issuance and delivery of shares of Common Stock upon the conversion of Preferred Shares.

(e) Limitation on Beneficial Ownership. Notwithstanding anything to the contrary contained in this Certificate of Designations, the Preferred Shares held by a Holder shall not be convertible by such Holder, and the Company shall not effect any conversion of any Preferred Shares held by such Holder, to the extent (but only to the extent) that such Holder or any of its affiliates would beneficially own in excess of 4.99% (the "**Maximum Percentage**") of the Common Stock. To the extent the above limitation applies, the determination of whether the Preferred Shares held by such Holder shall be convertible (vis-à-vis other convertible, exercisable or exchangeable securities owned by such Holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by such Holder and its affiliates) shall, subject to such Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability of a Holder to convert Preferred Shares, or of the Company to issue shares of Common Stock to such Holder, pursuant to this Section 5(e) shall have any effect on the applicability of the provisions of this Section 5(e) with respect to any subsequent determination of convertibility or issuance (as the case may be). For purposes of this Section 5(e), beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with Section 13(d) of the 1934 Act and the rules and regulations promulgated thereunder. The provisions of this Section 5(e) shall be implemented in a manner otherwise than in strict conformity with the terms of this Section 5(e) to correct this Section 5(e) (or any portion hereof) which may be defective or inconsistent with the intended Maximum Percentage beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such Maximum Percentage limitation. The limitations contained in this Section 5(e) shall apply to a successor holder of Preferred Shares. For any reason at any time, upon the written or oral request of a Holder, the Company shall within one (1) Business Day confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Stock, including, without limitation, pursuant to this Certificate of Designations or securities issued pursuant to the other Transaction Documents. By written notice to the Company, any Holder may increase or decrease the Maximum Percentage to any other percentage not in excess of 9.99% specified in such notice; provided that (i) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such increase or decrease will apply only to such Holder sending such notice and not to any other Holder.

6. Adjustments.

(a) Adjustment of Conversion Price upon Subdivision or Combination of Common Stock. Without limiting any provision of Section 8, with respect to any unconverted shares, if the Company at any time on or after the Initial Issuance Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price for any unconverted shares in effect immediately prior to such subdivision will be proportionately reduced. Without limiting any provision of Section 8, with respect to any unconverted shares, if the Company at any time on or after the Initial Issuance Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price for any unconverted shares in effect immediately prior to such combination will be proportionately increased. Any adjustment pursuant to this Section 4 shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this Section 6 occurs during the period that a Conversion Price is calculated hereunder, then the calculation of such Conversion Price shall be adjusted appropriately to reflect such event.

(b) Rights Upon Fundamental Transactions. The Company shall not enter into or be party to a Fundamental Transaction unless: (i) the Successor Entity assumes in writing all of the obligations of the Company under this Certificate of Designations and the other Transaction Documents in accordance with the provisions of this Section 4(b) pursuant to written agreements in form and substance satisfactory to the Required Holders and approved by the Required Holders prior to such Fundamental Transaction, including agreements to deliver to each holder of Preferred Shares in exchange for such Preferred Shares a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Certificate of Designations, including, without limitation, having a stated value and dividend rate equal to the stated value and dividend rate of the Preferred Shares held by the Holders and having similar ranking to the Preferred Shares, and reasonably satisfactory to the Required Holders and (ii) the Successor Entity (including its Parent Entity) is a publicly traded corporation whose shares of common stock are quoted on or listed for trading on an Eligible Market. Upon the occurrence of any Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designations and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Certificate of Designations and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein and therein. In addition to the foregoing, upon consummation of a Fundamental Transaction, the Successor Entity shall deliver to each Holder confirmation that there shall be issued upon conversion of the Preferred Shares at any time after the consummation of such Fundamental Transaction, in lieu of the shares of Common Stock (or other securities, cash, assets or other property (except such items still issuable under Section 4(a), which shall continue to be receivable thereafter)) issuable upon the conversion of the Preferred Shares prior to such Fundamental Transaction, such shares of publicly traded common stock (or their equivalent) of the Successor Entity (including its Parent Entity) that each Holder would have been entitled to receive upon the happening of such Fundamental Transaction had all the Preferred Shares held by each Holder been converted immediately prior to such Fundamental Transaction (without regard to any limitations on the conversion of the Preferred Shares contained in this Certificate of Designations), as adjusted in accordance with the provisions of this Certificate of Designations. The provisions of this Section 4 shall apply similarly and equally to successive Fundamental Transactions and shall be applied without regard to any limitations on the conversion of the Preferred Shares. Notwithstanding anything to the contrary herein or in the Transaction Documents, the foregoing shall not apply to any Exempt Issuance as defined in the Exchange Agreement.

(c) For so long as Preferred Shares are outstanding, the Company will not amend the terms of any securities or Common Stock Equivalents or of any agreement outstanding or in effect as of the date of this Agreement pursuant to which same were or may be acquired without the consent of the Holder, if the result of such amendment would be at an effective price per share of Common Stock less than the Conversion Price in effect at the time of such

amendment. The restrictions and limitations in this Section 4(c) are in addition to any other rights of the Holder. If, at any time while the Preferred Shares are outstanding, Company or any Subsidiary, as applicable, sells or grants any option to purchase or sells or grants any right to reprice, or otherwise disposes of or issues (or announces any sale, grant or any option to purchase or other disposition), any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the then Conversion Price in effect (such lower price, the "Base Conversion Price" and such issuances, collectively, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of the Dilutive Issuance), then the Conversion Price shall be reduced to equal the Base Conversion Price. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. The repricing of any existing convertible note shall also be a Dilutive Issuance. Notwithstanding the foregoing, no adjustment will be made under this Section 4(c) in respect to any currently outstanding warrants issued by the Company that are exercised pursuant to the terms of such warrant in effect as of the issue date of the Preferred Shares. For purposes of clarification, whether or not Company provides a Dilutive Issuance Notice pursuant to this Section 4(c), upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive a number of Conversion Preferred Shares based upon the Base Conversion Price on or after the date of such Dilutive Issuance, regardless of whether the Holder accurately refers to the Base Conversion Price in the Notice of Conversion. "Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock. For purposes of determining the total consideration for a convertible instrument (including a right to purchase equity of the Company) issued, subject to an original issue or similar discount or which principal amount is directly or indirectly increased after issuance, the consideration will be deemed to be the actual cash amount received by the Company in consideration of the original issuance of such convertible instrument. Notwithstanding anything to the contrary herein or in the Transaction Documents, the foregoing shall not apply to any Exempt Issuance as defined in the Exchange Agreement.

7. Authorized Shares.

(a) Reservation. The Company shall initially reserve out of its authorized and unissued Common Stock a number of shares of Common Stock equal to 300% of the Conversion Rate (including a number of Warrant Shares) with respect to the Conversion Amount of each Preferred Share as of the Initial Issuance Date (assuming for purposes hereof, that all the Preferred Shares issuable pursuant to the Exchange Agreement have been issued, such Preferred Shares are convertible at the Conversion Price and without taking into account any limitations on the conversion of such Preferred Shares set forth in herein). So long as any of the Preferred Shares are outstanding, the Company shall take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Preferred Shares, as of any given date, 100% of the number of shares of Common Stock as shall from time to time be necessary to effect the conversion of all of the Preferred Shares issued or issuable pursuant to the Exchange Agreement, assuming for purposes hereof, that all the Preferred Shares issuable pursuant to the Exchange Agreement have been issued and without taking into account any limitations on the issuance of securities set forth herein), provided that at no time shall the number of shares of Common Stock so available be less than the number of shares required to be reserved by the previous sentence (without regard to any limitations on conversions contained in this Certificate of Designations) (the "**Required Amount**"). The initial number of shares of Common Stock reserved for conversions of the Preferred Shares and each increase in the number of shares so reserved shall be allocated pro rata among the Holders based on the number of Preferred Shares held by each Holder on the Initial Issuance Date or increase in the number of reserved shares (as the case may be) (the "**Authorized Share Allocation**"). In the event a Holder shall sell or otherwise transfer any of such Holder's Preferred Shares, each transferee shall be allocated a pro rata portion of such Holder's Authorized Share Allocation. Any shares of Common Stock reserved and allocated to any Person which ceases to hold any Preferred Shares shall be allocated to the remaining Holders of Preferred Shares, pro rata based on the number of Preferred Shares then held by such Holders.

(b) Insufficient Authorized Shares. If, notwithstanding Section 5(a) and not in limitation thereof, at any time while any of the Preferred Shares remain outstanding the Company does not have a sufficient number of authorized and unissued shares of Common Stock to satisfy its obligation to have available for issuance upon conversion of the Preferred Shares at least a number of shares of Common Stock and Warrant Shares equal to the Required Amount (an "**Authorized Share Failure**"), then the Company shall immediately take all reasonable action necessary to increase the Company's authorized shares of Common Stock to an amount sufficient to allow the Company to reserve and have available the Required Amount for all of the Preferred Shares then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its Board of Directors to recommend to the stockholders of the Company that they approve such proposal. Nothing contained in this Section 5 shall limit any obligations of the Company under any provision of the Exchange Agreement.

8. Triggering Events.

a. The following events shall be a "Triggering Event"

i. Company shall fail to observe or perform any other covenant or agreement contained in this Certificate of Designation (other than a breach by Company of its obligations to deliver shares of Common Stock to the Holder upon conversion, which breach is addressed below);any representation or warranty made in this Certificate of Designation, the Exchange Agreement, any written statement pursuant hereto or thereto or any other report, financial statement or certificate made or delivered to the Holder or any Other Holder shall be untrue or incorrect in any material respect as of the date when made or deemed made;

ii. Company does not meet the current public information requirements under Rule 144; Company shall fail for any reason to deliver certificates to a Holder prior to the fifth (5^{th}) Trading Day after a Conversion Date pursuant to Section 4(c) or Company shall provide at any time notice to the Holder, including by way of public announcement, of Company's intention to not honor requests for conversions of any Preferred Shares in accordance with the terms hereof;

iii. an event resulting in the Common Stock no longer being listed or quoted on a Trading Market, or notification from a Trading Market that the Company is not in compliance with the conditions for such continued quotation and such non-compliance continues for twenty (20) days following such notification;

iv. a Commission or judicial stop trade order or suspension from the Company's Principal Trading Market;

v. the Company effectuates a reverse split of its Common Stock without ten (10) days prior written notice to the Holder;

vi. the restatement after the date hereof of any financial statements filed by the Company with the Commission for any date or period from and after the Original Issue Date and until Preferred Shares are no longer outstanding, if the result of such restatement would, by comparison to the unrestated financial statements, have constituted a Material Adverse Effect. For the avoidance of doubt, any restatement related to new accounting pronouncements shall not constitute a Triggering Event under this Section;

vii. the Company's Common Stock shall not be DTC or DWAC eligible;

viii. the Common Stock issued upon a conversion is not delivered via DTC or DWAC;

ix. the current DTC chill on the Company's common stock is not lifted on or before 14 days after the Closing; and

x. the Conversion Price falls below the par value of the common stock.

b. Upon each occurrence of a Triggering Event, the Stated Value shall increase by twenty percent (20%) except for the Triggering Event in Section 8(a)(ix) in which case the Stated Value shall increase by fifty percent (50%). Notwithstanding the foregoing, in the event of multiple Triggering Events, the Stated Value shall not increase by more than sixty percent (60%) in the aggregate.

9. Voting Rights. Holders of the Preferred Shares shall have no voting rights, except as required by law (including without limitation, the ICL) and as expressly provided in this Certificate of Designations. Subject to Section 5(e), to the extent that under the ICL holders of the Preferred Shares are entitled to vote on a matter with holders of shares of Common Stock, voting together as one class, each Preferred Share shall entitle the holder thereof to cast that number of votes per share as is equal to the number of shares of Common Stock into which it is then convertible (subject to the ownership limitations specified in Section 5(e) hereof) using the record date for determining the stockholders of the Company eligible to vote on such matters as the date as of which the Conversion Price is calculated. Holders of the Preferred Shares shall be entitled to written notice of all stockholder meetings or written consents (and copies of proxy materials and other information sent to stockholders) with respect to which they would be entitled by vote, which notice would be provided pursuant to the Company's bylaws and the ICL.

10. Liquidation, Dissolution, Winding-Up. In the event of a Liquidation Event, the Holders shall be entitled to receive in cash out of the assets of the Company, whether from capital or from earnings available for distribution to its stockholders (the "**Liquidation Funds**"), before any amount shall be paid to the holders of any of shares of Junior Stock, an amount per Preferred Share equal to the amount per share such Holder would receive if such Holder converted such Preferred Shares into Common Stock immediately prior to the date of such payment, provided that if the Liquidation Funds are insufficient to pay the full amount due to the Holders and holders of shares of parity stock, then each Holder and each holder of parity stock shall receive a percentage of the Liquidation Funds equal to the full amount of Liquidation Funds payable to such Holder and such holder of parity stock as a liquidation preference, in accordance with their respective certificate of designations (or equivalent), as a percentage of the full amount of Liquidation Funds payable to all holders of Preferred Shares and all holders of shares of parity stock. To the extent necessary, the Company shall cause such actions to be taken by each of its Subsidiaries so as to enable, to the maximum extent permitted by law, the proceeds of a Liquidation Event to be distributed to the Holders in accordance with this Section 8. All the preferential amounts to be paid to the Holders under this Section 7 shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of any Liquidation Funds of the Company to the holders of shares of Junior Stock in connection with a Liquidation Event as to which this Section 8 applies.

11. Participation. In addition to any adjustments pursuant to Section 4, the Holders shall, as holders of Preferred Shares, be entitled to receive such dividends paid and distributions made to the holders of shares of Common Stock to the same extent as if such Holders had converted each Preferred Share held by each of them into shares of Common Stock (without regard to any limitations on conversion herein or elsewhere) and had held such shares of Common Stock on the record date for such dividends and distributions. Payments under the preceding sentence shall be made concurrently with the dividend or distribution to the holders of shares of Common Stock (provided, however, to the extent that a Holder's right to participate in any such dividend or distribution would result in such Holder exceeding the Maximum Percentage, then such Holder shall not be entitled to participate in such dividend or distribution to such extent (or the beneficial ownership of any such shares of Common Stock as a result of such dividend or distribution to such extent) and such dividend or distribution to such extent shall be held in abeyance for the benefit of such Holder until such time, if ever, as its right thereto would not result in such Holder exceeding the Maximum Percentage).

12. Vote to Change the Terms of or Issue Preferred Shares. In addition to any other rights provided by law, except where the vote or written consent of the holders of a greater number of shares is required by law or by another provision of the Certificate of Incorporation, without first obtaining the affirmative vote at a meeting duly called for

such purpose or the written consent without a meeting of the Required Holders, voting together as a single class, the Company shall not: (a) amend or repeal any provision of, or add any provision to, its Certificate of Incorporation or bylaws, or file any certificate of designations or certificate of amendment, if such action would adversely alter or change in any respect the preferences, rights, privileges or powers, or restrictions provided for the benefit, of the Preferred Shares, regardless of whether any such action shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation or otherwise; or (b) without limiting any provisions of Section 12, whether or not prohibited by the terms of the Preferred Shares, circumvent a right of the Preferred Shares.

13. Lost or Stolen Certificates. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any certificates representing Preferred Shares (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of an indemnification undertaking by the applicable Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of the certificate(s), the Company shall execute and deliver new certificate(s) of like tenor and date.

14. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Certificate of Designations shall be cumulative and in addition to all other remedies available under this Certificate of Designations and any of the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy. Nothing herein shall limit any Holder's right to pursue actual and consequential damages for any failure by the Company to comply with the terms of this Certificate of Designations. The Company covenants to each Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by a Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, each Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any such breach or any such threatened breach, without the necessity of showing economic loss and without any bond or other security being required, to the extent permitted by applicable law. The Company shall provide all information and documentation to a Holder that is requested by such Holder to enable such Holder to confirm the Company's compliance with the terms and conditions of this Certificate of Designations.

15. Non-circumvention. The Company hereby covenants and agrees that the Company will not, by amendment of its Certificate of Incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Certificate of Designations, and will at all times in good faith carry out all the provisions of this Certificate of Designations and take all action as may be required to protect the rights of the Holders. Without limiting the generality of the foregoing or any other provision of this Certificate of Designations, the Company (i) shall not increase the par value of any shares of Common Stock receivable upon the conversion of any Preferred Shares above the Conversion Price then in effect, (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock upon the conversion of Preferred Shares and (iii) shall, so long as any Preferred Shares are outstanding, take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Preferred Shares, the maximum number of shares of Common Stock as shall from time to time be necessary to effect the conversion of the Preferred Shares then outstanding (without regard to any limitations on conversion contained herein).

16. Failure or Indulgence Not Waiver. No failure or delay on the part of a Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. This Certificate of Designations shall be deemed to be jointly drafted by the Company and all Holders and shall not be construed against any Person as the drafter hereof.

17. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, email, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a Trading Day during normal business hours where such notice is to be received), or the first Trading Day following such delivery (if delivered other than on a Trading Day during normal business hours where such notice is to be received) or (b) on the second Trading Day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to the Company, to: Quad M Solutions, Inc., 122 Dickinson Avenue, Toms River, NJ 08753, Attn: Pat Dileo, CEO, email: pdileo@endeavorplus.com, with a copy by email only to (which shall not constitute notice): Lawrence R. Lonergan, Esq., email: llonergan@wlesq.com and (ii) if to the Holders, to: the addresses and fax numbers and/or email addresses indicated on the signature pages to or elsewhere in the Exchange Agreement, with an additional copy by fax only to (which shall not constitute notice): Grushko & Mittman, P.C., 515 Rockaway Avenue, Valley Stream, New York 11581, Attn: Eliezer Drew, facsimile: (212) 697-3575, email: eli@grushkomittman.com.

18. Preferred Shares Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to the Holders), a register for the Preferred Shares, in which the Company shall record the name, address and facsimile number of the Persons in whose name the Preferred Shares have been issued, as well as the name and address of each transferee. The Company may treat the Person in whose name any Preferred Shares is registered on the register as the owner and holder thereof for all purposes, notwithstanding any notice to the contrary, but in all events recognizing any properly made transfers.

19. Stockholder Matters; Amendment.

(a) Stockholder Matters. Any stockholder action, approval or consent required, desired or otherwise sought by the Company pursuant to the ICL, the Certificate of Incorporation, this Certificate of Designations or otherwise with respect to the issuance of Preferred Shares may be effected by written consent of the Company's stockholders or at a duly called meeting of the Company's stockholders, all in accordance with the applicable rules and regulations of the ICL. This provision is intended to comply with the applicable Sections of the ICL permitting stockholder action, approval and consent affected by written consent in lieu of a meeting.

(b) Amendment. This Certificate of Designations or any provision hereof may be amended by obtaining the affirmative vote at a meeting duly called for such purpose, or written consent without a meeting in accordance with the ICL, of the Required Holders, voting separate as a single class, and with such other stockholder approval, if any, as may then be required pursuant to the ICL and the Certificate of Incorporation.

20. Certain Defined Terms. For purposes of this Certificate of Designations, the following terms shall have the following meanings:

(a) "**1934 Act**" means the Securities Exchange Act of 1934, as amended.

(b) "**Bloomberg**" means Bloomberg, L.P.

(c) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(d) "**Closing Sale Price**" means, for any security as of any date, the last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price (as the case may be) then the last trade price of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last trade price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no last trade price is reported for such security by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported in the OTC Pink Market operated by OTC Markets Group Inc. If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the applicable Holder. If the Company and such Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in the Exchange Agreement. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(e) "**Common Stock**" means (i) the Company's shares of common stock, $0.0001 par value per share, and (ii) any capital stock into which such common stock shall have been changed or any share capital resulting from a reclassification of such common stock.

(f) "**Conversion Amount**" means, with respect to each Preferred Share, as of the applicable date of determination, the Stated Value thereof.

(g) "**Conversion Price**" means, with respect to each Preferred Share, as of any Conversion Date or other applicable date of determination, the lower of (i) the Lowest Closing Bid Price, or (ii) the Fixed Price, subject to adjustment as provided herein.

(h) "**Eligible Market**" means The New York Stock Exchange, the NYSE MKT, the Nasdaq Global Select Market, the Nasdaq Global Market or the Principal Market.

(i) "**Fundamental Transaction**" shall in no event include any Exempt Issuance as defined in the Exchange Agreement and otherwise means that (i) the Company or any of its Subsidiaries shall, directly or indirectly, in one or more related transactions, (A) consolidate or merge with or into (whether or not the Company or any of its Subsidiaries is the surviving corporation) any other Person, or (B) sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other Person, or (C) allow any other Person to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of Voting Stock of the Company (not including any shares of Voting Stock of the Company held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer), or (D) consummate a stock or share Exchange Agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other Person whereby such other Person acquires more than 50% of the outstanding shares of Voting Stock of the Company (not including any shares of Voting Stock of the Company held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share Exchange Agreement or other business combination), or (E) reorganize, recapitalize or reclassify the Common Stock, or (ii) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Voting Stock of the Company.

(j) "**Fixed Price**" means $0.25.

(k) "**Initial Issuance Date**" means the date Preferred Shares are first issued pursuant to the Exchange Agreement.

(l) "**Liquidation Event**" means, whether in a single transaction or series of transactions, the voluntary or involuntary liquidation, dissolution or winding up of the Company or such Subsidiaries the assets of which constitute all or substantially all of the assets of the business of the Company and its Subsidiaries, taken as a whole.

(m) "**Lowest Closing Bid Price**" means the lower of (i) lowest closing bid price at which the Company's Common Stock is traded on its Principle Market on the day prior to the Conversion Date; or (ii) the price at which common stock is issuable pursuant to any security issued by the Company which has an exercise price that is not fixed.

(n) "**Parent Entity**" of a Person means an entity that, directly or indirectly, controls the applicable Person and whose common stock or equivalent equity security is quoted or listed on an Eligible Market, or, if there is more than one such Person or Parent Entity, the Person or Parent Entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(o) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(p) "**Principal Market**" means the OTC Bulletin Board, the OTCPink, OTCQB, or the OTCQX (or any successor of the foregoing).

(q) "**Exchange Agreement**" means that certain Securities Exchange Agreement by and among the Company and the Holder with respect to the Preferred Shares.

(r) "**Required Holders**" means holder of at least 75% of the outstanding Preferred Shares.

(s) "**Securities**" means, collectively, the Preferred Shares and the shares of Common Stock issuable upon conversion of the Preferred Shares.

(t) "**Stated Value**" means $10.00 per Preferred Share.

(u) "**Subsidiary**" means any Person in which the Company, directly or indirectly, (i) owns a majority of the outstanding capital stock or holds a majority of equity or similar interest of such Person or (ii) controls or operates all or any part of the business, operations or administration of such Person.

(v) "**Successor Entity**" means the Person (or, if so elected by the Required Holders, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if so elected by the Required Holders, the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(w) "**Trading Day**" means any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the Required Holders.

(x) "**Transaction Documents**" means this Certificate of Designations, the Exchange Agreement and each of the other agreements and instruments entered into or delivered by the Company or any of the Holders in

connection with the transactions contemplated thereby, all as may be amended from time to time in accordance with the terms hereof or thereof.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Certificate of Designation to be duly adopted and executed in its name and on its behalf on this August 18, 2020.

QUAD M SOLUTIONS, INC.

By: _____
Name: Pat Dileo
Title: Chief Executive Officer

EXHIBIT 31.1

QUAD M SOLUTIONS, INC. CEO CERTIFICATE PURSUANT TO SECTION 302

I, Pasquale Dileo, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Quad M Solutions, Inc. for the period ended June 30, 2020;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. As the Registrant's certifying officer, I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. As the Registrant's certifying officer, I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: August 19, 2020

By: */s/ Pasquale Dileo*
Name: Pasquale Dileo
Title: Chief Executive Officer (Principal Executive Officer)

EXHIBIT 31.2

QUAD M SOLUTIONS, INC. CFO CERTIFICATE PURSUANT TO SECTION 302

I, Pasquale Dileo, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Quad M Solutions, Inc. for the period ended June 30, 2020;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. As the Registrant's certifying officer, I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. As the Registrant's certifying officer, I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: August 19, 2020

By: */s/ Pasquale Dileo*
Name: Pasquale Dileo
Title: Interim Chief Financial Officer
(Interim Principal Financial Officer
and Principal Accounting Officer)

EXHIBIT 32.1

QUAD M SOLUTIONS, INC. CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Quarterly Report on Form 10-Q of Quad M Solutions, Inc. (the "Company") for the period ended June 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to her knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: August 19, 2020

By: */s/ Pasquale Dileo*
Name: Pasquale Dileo
Title: Chief Executive Officer (Principal Executive Officer)

EXHIBIT 32.2

QUAD M SOLUTIONS, INC. CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Quarterly Report on Form 10-Q of Quad M Solutions, Inc. (the "Company") for the period ended June 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to her knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: August 19, 2020

By: */s/ Pasquale Dileo*
Name: Pasquale Dileo
Title: Interim Chief Financial Officer
(Interim Principal Financial Officer
and Principal Accounting Officer)