IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

(*CIRCUIT CIVIL DIVISION*)

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

DATA STREAM MOBILE TECHNOLOGIES, INC., a Florida corporation, SEAN P. LEE, an individual, and FIRST CORPORATE SOLUTIONS, INC., as representative,

Defendants.
_________________________________/

CASE NO.:

COMPLAINT

Plaintiff, BANK OF AMERICA, N.A. ("Plaintiff" or "Bank of America"), by and through undersigned counsel, sues Defendants, DATA STREAM MOBILE TECHNOLOGIES, INC. ("Data Stream"), a Florida corporation, SEAN P. LEE ("Lee"), an individual, and FIRST CORPORATE SOLUTIONS, INC., as representative ("FCS"), and states as follows:

PARTIES, JURISDICTION & VENUE

1. This action seeks monetary damages that exceed $511,119.79 and to foreclose a security interest in personal property collateral located, upon information and belief, in Broward County, Florida.

2. Plaintiff, Bank of America, is a national banking association authorized and existing under the laws of the United States, which conducts business in Broward County, Florida.

3. Defendant, Data Stream, is a Florida for profit corporation that conducts business and maintains its principal place of business in Broward County, Florida, and which has contractually submitted itself to the jurisdiction of this Court.

4. Defendant, Lee, is an individual who resides and/or conducts business in Broward County, Florida. Lee has contractually submitted himself to the jurisdiction of this Court and is otherwise *sui juris*.

5. FCS is a Delaware corporation, which submitted itself to the jurisdiction of this Court through a potential junior lien on the subject Collateral (as defined below).

6. Venue is appropriate in Broward County, Florida, because this is the county where the defendants reside, conduct business, and/or where the causes of action accrued.

GENERAL ALLEGATIONS

7. On or about July 7, 2017, Defendant Data Stream executed and delivered to Bank of America a Loan Agreement for a line of credit in the original principal amount of $300,000.00 (the "Line of Credit Agreement"). A true and correct copy of the Line of Credit Agreement is attached hereto as part of **Composite Exhibit "A"** and is incorporated fully herein. The Line of Credit Agreement was thereafter amended and ultimately increased to the principal amount of $700,000.00 pursuant to that certain Amendment No. 1 to Loan Agreement dated May 12, 2018 (Amendment 1"), Amendment No. 2 to Loan Agreement (inaccurately titled Amendment No. 1 to Loan Agreement) dated July 12, 2018 ("Amendment 2"), Amendment No. 3 to Loan Agreement (inaccurately titled Amendment No. 2 to Loan Agreement) dated March 26, 2019 ("Amendment 3"), and Amendment No. 4 to Loan Agreement dated May 10, 2019 ("Amendment 4"). By letter dated January 26, 2021 ("Extension Letter"), Bank of America extended the maturity date of the Line of Credit Agreement, as amended, until March 4, 2021. The Line of Credit Agreement was further modified by that certain Loan Modification Agreement dated May 3, 2021 executed by Data Stream in favor of Bank of America ("Modification Agreement"), which among other things extended the maturity date until November 15, 2021. True and correct copies of Amendment 1,

Amendment 2, Amendment 3, Amendment 4, the Extension Letter, and Modification Agreement are attached hereto as part of **Composite Exhibit "A"** and are incorporated fully herein. The Line of Credit Agreement, Amendment 1, Amendment 2, Amendment 3, Amendment 4, Extension Letter, and Modification Agreement are collectively hereinafter referred to as the "Loan Agreement".

8. On July 7, 2017, Data Stream executed a Security Agreement in favor of Bank of America (the "Security Agreement"), pledging all of Data Stream's personal property as security for the Loan Agreement, including, but not limited to, all accounts, chattel paper, instruments, inventory, deposit accounts, equipment, fixtures, and general intangibles (the "Collateral"), as more specifically described therein. A true and correct copy of the Security Agreement is attached hereto as part of **Composite Exhibit "B"** and is incorporated fully herein

9. Bank of America's interest in the Collateral was properly perfected pursuant to UCC-1 financing statements filed in the Florida Secured Transaction Registry, file number 201701879091 ("UCC Statement"). The interest in the Collateral was continued pursuant to a UCC-3 financing statement filed in the Florida Secured Transaction Registry, file number 202200203535 ("UCC Continuation"). A true and correct copy of the UCC Statement and UCC Continuation are attached hereto as part of Composite Exhibit "B" and are incorporated fully herein.

10. As additional security for repayment of the indebtedness due under the Loan Agreement, on or about July 7, 2017, Lee, in his individual capacity, executed and delivered to Bank of America a Continuing and Unconditional Guaranty, guaranteeing the obligations and liabilities of Data Stream under the Loan Agreement (the "Guaranty"). A true and correct copy of the Guaranty is attached hereto as **Exhibit "C"** and is incorporated fully herein.

11. The Loan Agreement is secured by the Collateral and Guaranty.

12. Data Stream defaulted under the Loan Agreement by, among other things, failing to pay the full amount of the indebtedness due and owing under the Loan Agreement upon the November 15, 2021 maturity date.

13. Due to the defaults, on or about April 28, 2022, Bank of America, through undersigned counsel, provided additional written notice to Data Stream of its continued defaults and maturity under the Loan Agreement and made further demand for payment of the full amount of the outstanding indebtedness due and owing under same ("Notice of Default"). A copy of the Notice of Default is attached hereto as **Exhibit "D"** and incorporated fully herein.

14. Notwithstanding the Notice of Default, Data Stream failed to make full payment of the indebtedness due and owing under the Loan Agreement.

15. Bank of America owns and holds the Loan Agreement and related financing documents and has the right to enforce the terms thereunder.

16. Pursuant to the Loan Agreement and Guaranty, Defendants Data Stream and Lee now owe Bank of America, jointly and severally, the approximate principal sum of $511,119.79 plus accrued interest, late charges, and penalties, in addition to the attorneys' fees and costs associated with this action.

17. Bank of America has engaged the law firm of Liebler, Gonzalez & Portuondo to represent it in this action and is obligated to pay a reasonable fee for services rendered.

18. All conditions precedent to bringing this action have been performed, have been waived, or have occurred.

CASE NO.:

COUNT I
BREACH OF LOAN AGREEMENT
(Data Stream)

19. Bank of America re-alleges and re-avers paragraphs 1 through 18 above, as if fully set forth herein.

20. On or about July 7, 2017, Defendant Data Stream executed and delivered to Bank of America the Line of Credit Agreement, which was subsequently amended an ultimately increased to the principal amount of $700,000.00 pursuant to Amendment 1, Amendment 2, Amendment 3, and Amendment 4. As set forth in the Extension Letter, Bank of America then extended the maturity date of the Line of Credit Agreement, as amended, until March 4, 2021. The Line of Credit Agreement was further modified by the Modification Agreement, which among other things extended the maturity date until November 15, 2021. *See* Comp. Exh. "A". The Line of Credit Agreement, Amendment 1, Amendment 2, Amendment 3, Amendment 4, the Extension Letter, and Modification Agreement are collectively hereinafter referred to as the "Loan Agreement".

21. Bank of America owns and holds the Loan Agreement.

22. Data Stream defaulted under the Loan Agreement by, among other things, failing to pay the full amount of the indebtedness due and owing under the Loan Agreement upon the November 15, 2021 maturity date.

23. Due to the defaults, on or about April 28, 2022, Bank of America, through undersigned counsel, provided additional written notice to Data Stream of its continued defaults and maturity under the Loan Agreement and made further demand for payment of the full amount of the outstanding indebtedness due and owing under same in the Notice of Default. *See* Ex. "D".

24. Notwithstanding the Notice of Default, Data Stream failed to make full payment of the indebtedness due and owing under the Loan Agreement.

25. Data Stream now owes Bank of America the approximate principal sum of $511,119.79 plus accrued interest, late charges, and penalties, in addition to the attorneys' fees and costs associated with this action.

26. Pursuant to the Line of Credit Agreement, as amended and modified, Bank of America is entitled to recover its attorney' fees from Data Stream. *See* Comp. Ex. "A."

WHEREFORE, Plaintiff Bank of America demands judgment for damages against Defendant, Data Stream, together with interest, court costs and reasonable attorneys' fees, and any other relief this Court deems just and proper.

COUNT II
<u>BREACH OF GUARANTY</u>
(Lee)

27. Bank of America re-alleges and re-avers paragraphs 1 through 18 above, as if fully set forth herein.

28. On or about July 7, 2017, Defendant Data Stream executed and delivered to Bank of America the Line of Credit Agreement, which was subsequently amended an ultimately increased to the principal amount of $700,000.00 pursuant to Amendment 1, Amendment 2, Amendment 3, and Amendment 4. As set forth in the Extension Letter, Bank of America then extended the maturity date of the Line of Credit Agreement, as amended, until March 4, 2021. The Line of Credit Agreement was further modified by the Modification Agreement, which among other things extended the maturity date until November 15, 2021. *See* Comp. Exh. "A". The Line of Credit Agreement, Amendment 1, Amendment 2, Amendment 3, Amendment 4, the Extension

Letter, and Modification Agreement are collectively hereinafter referred to as the "Loan Agreement".

29. On or about July 7, 2017, Lee, in his individual capacity, executed and delivered to Bank of America his Guaranty, guaranteeing the obligations and liabilities of Data Stream under the Loan Agreement. *See* Exh. "C".

30. Bank of America owns and holds the Loan Agreement and Guaranty and has the right to enforce the obligations thereunder.

31. Data Stream defaulted under the Loan Agreement by, among other things, failing to pay the full amount of the indebtedness due and owing under the Loan Agreement upon the November 15, 2021 maturity date.

32. Due to the defaults, on or about April 28, 2022, Bank of America, through undersigned counsel, provided additional written notice to Data Stream of its continued defaults and maturity under the Loan Agreement and made further demand for payment of the full amount of the outstanding indebtedness due and owing under same in the Notice of Default. *See* Ex. "D".

33. Notwithstanding the Notice of Default, Data Stream failed to make full payment of the indebtedness due and owing under the Loan Agreement.

34. Lee has defaulted under the terms of the Guaranty by, including without limitation, failing to satisfy the debts and obligations of Data Stream, failing to make payments due under the Loan Agreement, and otherwise failing to perform the obligations under the Guaranty.

35. Under the terms of the Guaranty, Lee absolutely and unconditionally guaranteed the indebtedness of Data Stream.

36. Lee now owes Bank of America the principal sum of $511,119.79 plus accrued interest, late charges, and penalties, in addition to the attorneys' fees and costs associated with this

action.

37. Pursuant to the terms of the Loan Agreement and Guaranty, Bank of America is entitled to recover its attorney' fees from Lee. *See* Comp. Ex. "A" and Ex. "C".

WHEREFORE, Plaintiff Bank of America demands judgment for damages against Defendant Lee together with interest, court costs and reasonable attorneys' fees, and any other relief this Court deems just and proper.

COUNT III
FORECLOSURE OF SECURITY AGREEMENT
(Data Stream and FCS)

38. Bank of America re-alleges and re-avers paragraphs 1 through 18 above, as if fully set forth herein.

39. This is an action to foreclose a security interest held by Bank of America in personal property located in Broward County, Florida.

40. On or about July 7, 2017, Defendant Data Stream executed and delivered to Bank of America the Line of Credit Agreement, which was subsequently amended an ultimately increased to the principal amount of $700,000.00 pursuant to Amendment 1, Amendment 2, Amendment 3, and Amendment 4. As set forth in the Extension Letter, Bank of America then extended the maturity date of the Line of Credit Agreement, as amended, until March 4, 2021. The Line of Credit Agreement was further modified by the Modification Agreement, which among other things extended the maturity date until November 15, 2021. *See* Comp. Exh. "A". The Line of Credit Agreement, Amendment 1, Amendment 2, Amendment 3, Amendment 4, the Extension Letter, and Modification Agreement are collectively hereinafter referred to as the "Loan Agreement".

41. On July 7, 2017, Data Stream executed the Security Agreement, pledging all of Data Stream's personal property as security for the Loan Agreement, including, but not limited to, the Collateral. *See* Comp. Ex. "B".

42. Bank of America's interest in the Collateral was properly perfected pursuant to the UCC Statement and continued pursuant to the UCC Continuation. *See* Comp. Ex. "B".

43. The Security Agreement secures the indebtedness evidenced by the Loan Agreement.

44. Bank of America owns the Loan Agreement and the Security Agreement and has the right to enforce the terms thereunder.

45. Data Stream defaulted under the Loan Agreement by, among other things, failing to pay the full amount of the indebtedness due and owing under the Loan Agreement upon the November 15, 2021 maturity date.

46. Due to the defaults, on or about April 28, 2022, Bank of America, through undersigned counsel, provided additional written notice to Data Stream of its continued defaults and maturity under the Loan Agreement and made further demand for payment of the full amount of the outstanding indebtedness due and owing under same in the Notice of Default. *See* Ex. "D".

47. Notwithstanding the Notice of Default, Data Stream failed to make full payment of the indebtedness due and owing under the Loan Agreement.

48. Bank of America is now due the approximate principal sum of $511,119.79 plus accrued interest, late charges, and penalties, in addition to the attorneys' fees and costs associated with this action.

49. In accordance with the terms of the Security Agreement, Bank of America is entitled to possession of the Collateral for the purpose of securing payment of all sums due to Bank of America under the Loan Agreement.

50. To the best of Bank of America's knowledge, information and belief, the Collateral is located in Broward County, Florida.

51. FCS may claim an interest in the Collateral that is the subject of this action by virtue of a UCC-1 financing statement filed in the Florida Secured Transaction Registry, file number 20190922263X. However, any interest of the FCS to the Collateral is subject and subordinate to the interest of Bank of America.

52. Pursuant to the terms of the Loan Agreement and Security Agreement, Bank of America is entitled to recover its attorney' fees from Data Stream. *See* Comp. Ex. "A" and Comp. Ex. "C".

WHEREFORE, Plaintiff Bank of America requests: (1) that it be declared to have a first lien on the Collateral; (2) that Bank of America claim be declared prior to any claim or interest of Data Stream, FCS, or any party claiming by, through or under them; (3) that the Collateral be seized and sold according to law; (4) adjudge that the right, title and interest of any party claiming by, through, under or against any Defendant named herein be deemed inferior and subordinate to Bank of America's Security Agreement and Collateral, and that such parties be forever barred and foreclosed of any rights, title, interest and liens, in, to or upon the Collateral, and that all parties in possession thereof surrender and forthwith deliver upon said Collateral; (5) that the proceeds of the sale be applied to payment of the costs and expenses of taking possession and foreclosing the property, to the costs and expenses of sale, payment of attorneys' fees and the amount due and payable under the Loan Agreement; (6) and that on confirmation of the sale, all rights, title and interest, whether in law or equity, including any rights of redemption be foreclosed forever and barred.

DATED this 28th day of June, 2022.

Respectfully submitted,

LIBELER, GONZALEZ & PORTUONDO
Attorneys for Bank of America, N.A.
Courthouse Tower - 25th Floor
44 West Flagler Street
Miami, FL 33130
Phone: (305) 379-0400
Email: service@lgplaw.com

By: */s/ Reid Alan Schaeffer*
REID ALAN SCHAEFFER
Florida Bar No.:0070537
CASSANDRA M. CAPOTE
Florida Bar No.: 124055

COMPOSITE EXHIBIT "A"

Bank of America

LOAN AGREEMENT

This Agreement dated as of **July 7, 2017**, is between **Bank of America, N.A. (the "Bank")** and **Data Stream Mobile Technologies, Inc. (the "Borrower").**

1. DEFINITIONS

In addition to the terms which are defined elsewhere in this Agreement, the following terms have the meanings indicated for the purposes of this Agreement:

1.1 "Guarantor" means any person, if any, providing a guaranty with respect to the obligations hereunder.

1.2 "Obligor" means any Borrower, Guarantor and/or Pledgor, or if the Borrower is comprised of the trustees of a trust, any trustor.

1.3 "Pledgor" means any person, if any, providing a pledge of collateral with respect to the obligations hereunder.

2. FACILITY NO. 1: LINE OF CREDIT AMOUNT AND TERMS

2.1 Line of Credit Amount.

(a) During the availability period described below, the Bank will provide a line of credit to the Borrower (the "Line of Credit"). The amount of the Line of Credit (the "Facility No. 1 Commitment") is **Three Hundred Thousand and 00/100 Dollars ($300,000.00).**

(b) This is a revolving line of credit. During the availability period, the Borrower may repay principal amounts and reborrow them.

(c) The Borrower agrees not to permit the principal balance outstanding to exceed the Facility No. 1 Commitment. If the Borrower exceeds this limit, the Borrower will immediately pay the excess to the Bank upon the Bank's demand.

2.2 Availability Period. The Line of Credit is available between the date of this Agreement and **July 7, 2018**, or such earlier date as the availability may terminate as provided in this Agreement (the "Facility No. 1 Expiration Date").

The availability period for this Line of Credit will be considered renewed if and only if the Bank has sent to the Borrower a written notice of renewal for the Line of Credit (the "Renewal Notice"). If this Line of Credit is renewed, it will continue to be subject to all the terms and conditions set forth in this Agreement except as modified by the Renewal Notice. If this Line of Credit is renewed, the term "Expiration Date" shall mean the date set forth in the Renewal Notice as the Expiration Date and all outstanding principal plus all accrued interest shall be paid on the Expiration Date. The same process for renewal will apply to any subsequent renewal of this Line of Credit. A renewal fee may be charged at the Bank's option. The amount of the renewal fee will be specified in the Renewal Notice.

2.3 Repayment Terms.

(a) The Borrower will pay interest on **August 7, 2017,** and then on the same day of each month thereafter until payment in full of any principal outstanding under this facility. The amount of each payment shall be the amount of all accrued interest on the Line of Credit.

(b) The Borrower will repay in full any principal, interest or other charges outstanding under this Agreement no later than the Expiration Date.

(c) The Borrower may prepay the Line of Credit in full or in part at any time. The prepayment will be applied to the most remote payment of principal due under this Agreement.

2.4 Interest Rate.

(a) The interest rate is a rate per year equal to the **Bank's Prime Rate plus 5.25 percentage point(s).**

(b) The Prime Rate is the rate of interest publicly announced from time to time by the Bank as its Prime Rate. The Prime Rate is set by the Bank based on various factors, including the Bank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. The Bank may price loans to its customers at, above, or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in the Bank's Prime Rate.

3. COLLATERAL

3.1 Personal Property. The personal property listed below now owned or owned in the future by the parties listed below will secure the Borrower's obligations to the Bank under this Agreement or, if the collateral is owned by a Guarantor, will secure the guaranty, if so indicated in the security agreement. The collateral is further defined in security agreement(s) executed by the owners of the collateral.

(a) Equipment and fixtures owned by Data Stream Mobile Technologies, Inc.

(b) Inventory owned by Data Stream Mobile Technologies, Inc.

(c) Receivables owned by Data Stream Mobile Technologies, Inc.

4. LOAN ADMINISTRATION AND FEES

4.1 Fees.

(a) The Borrower will pay to the Bank the fees set forth on **Schedule A**.

4.2 Collection of Payments; Payments Generally.

(a) Payments will be made by debit to a deposit account, if direct debit is provided for in this Agreement or is otherwise authorized by the Borrower. For payments not made by direct debit, payments will be made by mail to the address shown on the Borrower's statement, or by such other method as may be permitted by the Bank.

(b) Each disbursement by the Bank and each payment by the Borrower will be evidenced by records kept by the Bank which will, absent manifest error, be conclusively presumed to be correct and accurate and constitute an account stated between the Borrower and the Bank.

(c) All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff.

4.3 Borrower's Instructions. Subject to the terms, conditions and procedures stated elsewhere in this Agreement, the Bank may honor instructions for advances or repayments and any other instructions under this Agreement given by the Borrower (if an individual), or by any one of the individuals the Bank reasonably believes is authorized to sign loan agreements on behalf of the Borrower, or any other individual(s) designated by any one of such authorized signers (each an "Authorized Individual"). The Bank may honor any such instructions made by any one of the Authorized Individuals, whether such instructions are given in writing or by telephone, telefax or Internet and intranet websites designated by the Bank with respect to separate products or services offered by the Bank.

4.4 Direct Debit.

(a) The Borrower agrees that on the due date of any amount due under this Agreement, the Bank will debit the amount due from deposit account number [redacted]3184 owned by **Data Stream Mobile Technologies, Inc.**, or such other of the Borrower's accounts with the Bank as designated in writing by the Borrower (the "Designated Account"). Should there be insufficient funds in the Designated Account to pay all such sums when due, the full amount of such deficiency shall be immediately due and payable by the Borrower.

(b) The Borrower may terminate this direct debit arrangement at any time by sending written notice to the Bank at the address specified at the end of this Agreement. If the Borrower terminates this arrangement, then the principal amount outstanding under this Agreement will at the option of the Bank bear interest at a rate per annum which is 1.0 percentage point(s) higher than the rate of interest otherwise provided under this Agreement.

4.5 Banking Days. Unless otherwise provided in this Agreement, a banking day is a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close, or are in fact closed, in the state where the Bank's lending office is located. All payments and disbursements which would be due or which are received on a day which is not a banking day will be due or applied, as applicable, on the next banking day.

4.6 Additional Costs. The Borrower will pay the Bank, on demand, for the Bank's costs or losses arising from any Change in Law which are allocated to this Agreement or any credit outstanding under this Agreement. The allocation will be made as determined by the Bank, using any reasonable method. The costs include, without limitation, the following:

(a) any reserve or deposit requirements (excluding any reserve requirement already reflected in the calculation of the interest rate in this Agreement); and

(b) any capital requirements relating to the Bank's assets and commitments for credit.

"Change in Law" means the occurrence, after the date of this Agreement, of the adoption or taking effect of any new or changed law, rule, regulation or treaty, or the issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives issued in connection with that Act, and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

4.7 Interest Calculation. Except as otherwise stated in this Agreement, all interest and fees, if any, will be computed on the basis of a **365-day year** and the actual number of days elapsed. Installments of principal which are not paid when due under this Agreement shall continue to bear interest until paid. To the extent that any calculation of interest or any fee required to be paid under this Agreement shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

4.8 Default Rate. Upon the occurrence of any default or after maturity or after judgment has been rendered on any obligation under this Agreement, all amounts outstanding under this Agreement, including any unpaid interest, fees, or costs, will at the option of the Bank bear interest at a rate which is 6.0 percentage point(s) higher than the rate of interest otherwise provided under this Agreement. This may result in compounding of interest. This will not constitute a waiver of any default.

5. CONDITIONS

Before the Bank is required to extend any credit to the Borrower under this Agreement, it must receive any documents and other items it may reasonably require, in form and content acceptable to the Bank, including any items specifically listed below.

5.1 Authorizations. If the Borrower or any other Obligor is anything other than a natural person, evidence that the execution, delivery and performance by the Borrower and/or such Obligor of this Agreement and any instrument or agreement required under this Agreement have been duly authorized.

5.2 Governing Documents. If required by the Bank, a copy of the Borrower's organizational documents.

5.3 Guaranties. Guaranty signed by **Sean P. Lee**.

5.4 Security Agreements. Signed original security agreements covering the personal property collateral which the Bank requires.

5.5 Perfection and Evidence of Priority. Evidence that the security interests and liens in favor of the Bank are valid, enforceable, properly perfected in a manner acceptable to the Bank and prior to all others' rights and interests, except those the Bank consents to in writing.

5.6 Payment of Fees. Payment of all fees, expenses and other amounts due and owing to the Bank. If any fee is not paid in cash, the Bank may, in its discretion, treat the fee as a principal advance under this Agreement or deduct the fee from the loan proceeds.

5.7 Good Standing. Certificates of good standing for the Borrower from its state of formation and from any other state in which the Borrower is required to qualify to conduct its business.

5.8 Insurance. Evidence of insurance coverage, as required in the "Covenants" section of this Agreement.

6. REPRESENTATIONS AND WARRANTIES

When the Borrower signs this Agreement, and until the Bank is repaid in full, the Borrower makes the following representations and warranties. Each request for an extension of credit constitutes a renewal of these representations and warranties as of the date of the request:

6.1 Formation. If the Borrower is anything other than a natural person, it is duly formed and existing under the laws of the state or other jurisdiction where organized.

6.2 Authorization. This Agreement, and any instrument or agreement required under this Agreement, are within the Borrower's powers, have been duly authorized, and do not conflict with any of its organizational papers.

6.3 Good Standing. In each state in which the Borrower does business, it is properly licensed, in good standing, and, where required, in compliance with fictitious name (e.g. trade name or d/b/a) statutes.

6.4 Financial Information. All financial and other information that has been or will be supplied to the Bank is sufficiently complete to give the Bank accurate knowledge of the Borrower's (and any other Obligor's) financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to the Bank, there has been no material adverse change in the business condition (financial or otherwise), operations, properties or prospects of the Borrower (or any other Obligor). If the Borrower is comprised of the trustees of a trust, the above representations shall also pertain to the trustor(s) of the trust.

6.5 Lawsuits. There is no lawsuit, tax claim or other dispute pending or threatened against the Borrower or any other Obligor which, if lost, would impair the Borrower's or such Obligor's financial condition or ability to repay its obligations as contemplated by this Agreement or any other agreement contemplated hereby, except as have been disclosed in writing to the Bank prior to the date of this Agreement.

6.6 Other Obligations. The Borrower is not in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation, except as have been disclosed in writing to the Bank prior to the date of this Agreement.

6.7 Tax Matters. The Borrower has no knowledge of any pending assessments or adjustments of income tax for itself for any year and all taxes due have been paid, except as have been disclosed in writing to the Bank prior to the date of this Agreement.

6.8 Collateral. All collateral required in this Agreement is owned by the grantor of the security interest free of any title defects or any liens or interests of others, except those which have been approved by the Bank in writing.

6.9 No Event of Default. There is no event which is, or with notice or lapse of time or both would be, a default under this Agreement.

6.10 ERISA Plans.

(a) Each Plan (other than a multiemployer plan) is in compliance in all material respects with ERISA, the Code and other federal or state law, including all applicable minimum funding standards and there have been no prohibited transactions with respect to any Plan (other than a multiemployer plan), which has resulted or could reasonably be expected to result in a material adverse effect.

(b) With respect to any Plan subject to Title IV of ERISA:

(i) No reportable event has occurred under Section 4043(c) of ERISA which requires notice.

(ii) No action by the Borrower or any ERISA Affiliate to terminate or withdraw from any Plan has been taken and no notice of intent to terminate a Plan has been filed under Section 4041 or 4042 of ERISA.

(c) The following terms have the meanings indicated for purposes of this Agreement:

(i) "Code" means the Internal Revenue Code of 1986, as amended.

(ii) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(iii) "ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code.

(iv) "Plan" means a plan within the meaning of Section 3(2) of ERISA maintained or contributed to by the Borrower or any ERISA Affiliate, including any multiemployer plan within the meaning of Section 4001(a)(3) of ERISA.

(d) **No Plan Assets**. The Borrower represents that, as of the date hereof and throughout the term of this Agreement, no Borrower or Guarantor, if any, is (1) an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (2) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986 (the "Code"); (3) an entity deemed to hold "plan assets" of any such plans or accounts for purposes of ERISA or the Code; or (4) a "governmental plan" within the meaning of ERISA.

6.11 Enforceable Agreement. This Agreement is a legal, valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with its terms, and any instrument or agreement required under this Agreement, when executed and delivered, will be similarly legal, valid, binding and enforceable.

6.12 No Conflicts. This Agreement does not conflict with any law, agreement, or obligation by which the Borrower or any other Obligor is bound.

6.13 Permits, Franchises. The Borrower possesses all permits, memberships, franchises, contracts and licenses required and all trademark rights, trade name rights, patent rights, copyrights, and fictitious name rights necessary to enable it to conduct the business in which it is now engaged.

6.14 Insurance. The Borrower has obtained, and maintained in effect, the insurance coverage required in the "Covenants" section of this Agreement.

7. COVENANTS

The Borrower agrees, so long as credit is available under this Agreement and until the Bank is repaid in full, the Borrower shall:

7.1 Use of Proceeds. To use the proceeds of **Facility No. 1 only for Working Capital**.

7.2 Financial Information. To provide the following financial information and statements in form and content acceptable to the Bank, and such additional information as requested by the Bank from time to time. The Bank reserves the right, upon written notice to the Borrower, to require the Borrower to deliver financial information and statements to the Bank more frequently than otherwise provided below, and to use such additional information and statements to measure any applicable financial covenants in this Agreement.

(a) Within 120 days of the fiscal year end, the annual financial statements of Data Stream Mobile Technologies, Inc., certified and dated by an authorized financial officer. These financial statements may be company-prepared.

(b) Within 120 days of the fiscal year end, copies of the federal income tax return(s) of Data Stream Mobile Technologies, Inc., including copies of any K-1s and all other schedules, in the form filed with the Internal Revenue Service (as well as any subsequent amendments or supplements); and if requested by the Bank, authentications of such documents (whether in the form of signed copies or otherwise) satisfactory to the Bank or copies of any extensions of the filing date.

(c) A detailed receivables aging of Data Stream Mobile Technologies, Inc. by invoice or a summary aging by account debtor, as specified by the Bank, within 120 days after the end of each fiscal year.

(d) A detailed accounts payable aging of Data Stream Mobile Technologies, Inc. by invoice or a summary aging by account creditor, as specified by the Bank, within 120 days after the end of each fiscal year.

(e) The schedule of debt and debt service of Data Stream Mobile Technologies, Inc. in form and content acceptable to the Bank, within 120 days after the end of each fiscal year.

(f) Promptly upon the Bank's request, such other books, records, statements, lists of property and accounts, budgets, forecasts or reports as to the Borrower and as to each other Obligor as the Bank may request.

7.3 Financial Information - Individuals. To provide the following financial information and statements in form and content acceptable to the Bank, and such additional information as requested by the Bank from time to time. The Bank reserves the right, upon written notice to the Borrower, to require the Borrower to deliver financial information and statements to the Bank more frequently than otherwise provided below, and to use such additional information and statements to measure any applicable financial covenants in this Agreement.

(a) Within 120 days of the fiscal year end, the annual financial statements of Sean P. Lee. These financial statements may be prepared by the party covered by the financial statements.

(b) Within 120 days of the fiscal year end, copies of the federal income tax return(s) of Sean P. Lee, including copies of any K-1s and all other schedules, in the form filed with the Internal Revenue Service (as well as any subsequent amendments or supplements); and if requested by the Bank, authentications of such documents (whether in the form of signed copies or otherwise) satisfactory to the Bank or copies of any extensions of the filing date.

(c) Such additional financial information regarding the Borrower or any other Obligor with respect to the loan as the Bank shall request.

The financial statements required above shall include a properly completed signed and dated personal financial statement on the Bank's form with all questions fully answered and all schedules completed in their entirety, including all requested income/expense information, contingent liabilities disclosure; provided that, if the Borrower or other party uses his/her own automated financial statement, they may supplement the statement with supporting schedules, certifications or other details so that all information requested on the Bank's financial statement form is provided in lieu of using such form.

7.4 Bank as Principal Depository. To maintain the Bank or one of its affiliates as its principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts.

7.5 Other Debts. Not to have outstanding or incur any direct or contingent liabilities or lease obligations (other than those to the Bank or to any affiliate of the Bank), or become liable for the liabilities of others, without the Bank's written consent. This does not prohibit:

(a) Acquiring goods, supplies, or merchandise on normal trade credit.

(b) Liabilities, lines of credit and leases in existence on the date of this Agreement disclosed in writing to the Bank.

7.6 Other Liens. Not to create, assume, or allow any security interest or lien (including judicial liens) on property the Borrower now or later owns without the Bank's written consent. This does not prohibit:

(a) Liens and security interests in favor of the Bank or any affiliate of the Bank.

(b) Liens for taxes not yet due.

(c) Liens outstanding on the date of this Agreement disclosed in writing to the Bank.

7.7 Maintenance of Assets.

(a) Not to sell, assign, lease, transfer or otherwise dispose of any part of the Borrower's business or the Borrower's assets except inventory sold in the ordinary course of the Borrower's business.

(b) Not to sell, assign, lease, transfer or otherwise dispose of any assets for less than fair market value, or enter into any agreement to do so.

(c) Not to enter into any sale and leaseback agreement covering any of its fixed assets.

(d) To maintain and preserve all rights, privileges, and franchises the Borrower now has.

(e) To make any repairs, renewals, or replacements to keep the Borrower's properties in good working condition.

(f) To execute and deliver such documents as the Bank deems necessary to create, perfect and continue the security interests contemplated by this Agreement.

7.8 Investments. Not to have any existing, or make any new, investments in any individual or entity, or make any capital contributions or other transfers of assets to any individual or entity, except for:

(a) Existing investments disclosed to the Bank in writing prior to the date of this Agreement.

(b) Investments in any of the following:

(i) certificates of deposit;

(ii) U.S. treasury bills and other obligations of the federal government;

(iii) readily marketable securities (including commercial paper, but excluding restricted stock and stock subject to the provisions of Rule 144 of the Securities and Exchange Commission).

7.9 Loans. Not to make any loans, advances or other extensions of credit to any individual or entity, except for:

(a) Existing extensions of credit disclosed to the Bank in writing prior to the date of this Agreement.

(b) Extensions of credit to the Borrower's current subsidiaries or affiliates.

(c) Extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the ordinary course of business to non-affiliated entities.

7.10 Change of Management. Not to make any substantial change in the present executive or management personnel of the Borrower.

7.11 Change of Ownership. Not to cause, permit, or suffer any change in capital ownership such that there is a change of more than twenty-five percent (25%) in the direct or indirect capital ownership of the Borrower.

7.12 Additional Negative Covenants. Not to, without the Bank's written consent:

(a) Enter into any consolidation, merger, or other combination, or become a partner in a partnership, a member of a joint venture, or a member of a limited liability company.

(b) Acquire or purchase a business or its assets.

(c) Engage in any business activities substantially different from the Borrower's present business.

(d) Liquidate or dissolve any Obligor's business.

(e) Voluntarily suspend its business for more than seven (7) days in any thirty (30) day period.

7.13 Notices to Bank. To promptly notify the Bank in writing of:

(a) Any event of default under this Agreement, or any event which, with notice or lapse of time or both, would constitute an event of default.

(b) Any change in any Obligor's name, legal structure, principal residence, or name on any driver's license or special identification card issued by any state (for an individual), state of registration (for a registered entity), place of business, or chief executive office if the Obligor has more than one place of business.

7.14 Insurance.

(a) General Business Insurance. To maintain insurance satisfactory to the Bank as to amount, nature and carrier covering property damage (including loss of use and occupancy) to any of the Obligor's properties, business interruption insurance, public liability insurance including coverage for contractual liability, product liability and workers' compensation, and any other insurance which is usual for such Obligor's business. Each policy shall provide for at least thirty (30) days prior notice to the Bank of any cancellation thereof.

(b) Insurance Covering Collateral. To maintain all risk property damage insurance policies (including without limitation windstorm coverage, flood coverage, and hurricane coverage as applicable) covering the tangible property comprising the collateral. Each insurance policy must be for the full replacement cost of the collateral and include a replacement cost endorsement. The insurance must be issued by an insurance company acceptable to the Bank and must include a lender's loss payable endorsement in favor of the Bank in a form acceptable to the Bank.

(c) Evidence of Insurance. Upon the request of the Bank, to deliver to the Bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance in force.

7.15 Compliance with Laws. To comply with the requirements of all laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to cause a material adverse change in any Obligor's business condition (financial or otherwise), operations or properties, or ability to repay the credit, or, in the case of the Controlled Substances Act, result in the forfeiture of any material property of any Obligor.

7.16 Books and Records. To maintain adequate books and records, including complete and accurate records regarding all Collateral.

7.17 Audits. To allow the Bank and its agents to inspect the Borrower's properties and examine, audit, and make copies of books and records at any time. If any of the Borrower's properties, books or records are in the possession of a third party, the Borrower authorizes that third party to permit the Bank or its agents to have access to perform inspections or audits and to respond to the Bank's requests for information concerning such properties, books and records.

7.18 Perfection of Liens. To help the Bank perfect and protect its security interests and liens, and reimburse it for related costs it incurs to protect its security interests and liens.

7.19 Cooperation. To take any action reasonably requested by the Bank to carry out the intent of this Agreement.

7.20 No Consumer Purpose. Not to use this loan for personal, family, or household purposes. The Bank may provide the Borrower (or any other Obligor) with certain disclosures intended for loans made for personal, family, or household purposes. The fact that the Bank elects to make such disclosures shall not be deemed a determination by the Bank that the loan will be used for such purposes.

8. DEFAULT AND REMEDIES

If any of the following events of default occurs, the Bank may do one or more of the following without prior notice except as required by law or expressly agreed in writing by Bank: declare the Borrower in default, stop making any additional credit available to the Borrower, and require the Borrower to repay its entire debt immediately. If an event which, with notice or the passage of time, will constitute an event of default has occurred and is continuing, the Bank has no obligation to make advances or extend additional credit under this Agreement. In addition, if any event of default occurs, the Bank shall have all rights, powers and remedies available under any instruments and agreements required by or executed in connection with this Agreement, as well as all rights and remedies available at law or in equity. If an event of default occurs under the paragraph entitled "Bankruptcy/Receivers," below with respect to any Obligor, then the entire debt outstanding under this Agreement will automatically be due immediately.

8.1 Failure to Pay. The Borrower fails to make a payment under this Agreement when due.

8.2 Other Bank Agreements. (i) Any default occurs under any other document executed or delivered in connection with this Agreement, including without limitation, any note, guaranty, subordination agreement, mortgage or other collateral agreement, (ii) any Obligor purports to revoke or disavow any guaranty or collateral agreement provided in connection with this Agreement; (iii) any representation or warranty made by any Obligor is false when made or deemed to be made; or (iv) any default occurs under any other agreement the Borrower (or any Obligor) or any of the Borrower's related entities or affiliates has with the Bank or any affiliate of the Bank.

8.3 Cross-default. Any default occurs under any agreement in connection with any credit any Obligor has obtained from anyone else or which any Obligor has guaranteed.

8.4 False Information. The Borrower or any other Obligor has given the Bank false or misleading information or representations.

8.5 Bankruptcy/Receivers. Any Obligor or any general partner of any Obligor files a bankruptcy petition, a bankruptcy petition is filed against any of the foregoing parties, or any Obligor, or any general partner of any Obligor makes a general assignment for the benefit of creditors; or a receiver or similar official is appointed for a substantial portion of any Obligor's business; or the business is terminated, or such Obligor is liquidated or dissolved.

8.6 Lien Priority. The Bank fails to have an enforceable first lien (except for any prior liens to which the Bank has consented in writing) on or security interest in any property given as security for this Agreement (or any guaranty).

8.7 Judgments. Any judgments or arbitration awards are entered against any Obligor. Materiality will be determined in the Bank's sole discretion.

8.8 Death. If any Obligor is a natural person, such Obligor dies or becomes legally incompetent; if any Obligor is a trust, a trustor dies or becomes legally incompetent; if any Obligor is a partnership, any general partner dies or becomes legally incompetent.

8.9 Material Adverse Change. A material adverse change occurs, or is reasonably likely to occur, in any Obligor's business condition (financial or otherwise), operations or properties, or ability to repay its obligations as contemplated hereunder or under any document executed in connection with this Agreement.

8.10 Government Action. Any government authority takes action that the Bank believes materially adversely affects any Obligor's financial condition or ability to repay.

8.11 ERISA Plans. A reportable event occurs under Section 4043(c) of ERISA, or any Plan termination (or commencement of proceedings to terminate a Plan) or the full or partial withdrawal from a Plan under Section 4041 or 4042 of ERISA occurs; provided such event or events could reasonably be expected, in the judgment of the Bank, to have a material adverse effect.

8.12 Covenants. Any default in the performance of or compliance with any obligation, agreement or other provision contained in this Agreement (other than those specifically described as an event of default in this Article).

8.13 Forfeiture. A judicial or nonjudicial forfeiture or seizure proceeding is commenced by a government authority and remains pending with respect to any property of Borrower or any part thereof, on the grounds that the property or any part thereof had been used to commit or facilitate the commission of a criminal offense by any person, including any tenant, pursuant to any law, including under the Controlled Substances Act or the Civil Asset Forfeiture Reform Act, regardless of whether or not the property shall become subject to forfeiture or seizure in connection therewith.

9. ENFORCING THIS AGREEMENT; MISCELLANEOUS

9.1 GAAP. Except as otherwise stated in this Agreement, all financial information provided to the Bank and all financial covenants will be made under generally accepted accounting principles, consistently applied; provided, however, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the financial statements of the Borrower for the most recently ended fiscal year prior to the date of this Agreement for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes.

9.2 Governing Law. Except to the extent that any law of the United States may apply, this Agreement shall be governed and interpreted according to the laws of **Florida** (the "Governing Law State"), without regard to any choice of law, rules or principles to the contrary. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.

9.3 Venue and Jurisdiction. The Borrower agrees that any action or suit against the Bank arising out of or relating to this Agreement shall be filed in federal court or state court located in the Governing Law State. The Borrower agrees that the Bank shall not be deemed to have waived its rights to enforce this section by filing an action or suit against the Borrower or any Obligor in a venue outside of the Governing Law State. If the Bank does commence an action or suit arising out of or relating to this Agreement, the Borrower agrees that the case may be filed in federal court or state court in the Governing Law State. The Bank reserves the right to commence an action or suit in any other jurisdiction where any Borrower, any other Obligor, or any Collateral has any presence or is located. The Borrower consents to personal jurisdiction and venue in such forum selected by the Bank and waives any right to contest jurisdiction and venue and the convenience of any such forum. The provisions of this section are material inducements to the Bank's acceptance of this Agreement.

9.4 Successors and Assigns. This Agreement is binding on the Borrower's and the Bank's successors and assignees. The Borrower agrees that it may not assign this Agreement without the Bank's prior consent. The Bank may sell participations in or assign this loan and the related loan documents, and may exchange information about the Borrower and any other Obligor (including, without limitation, any information regarding any hazardous substances) with actual or potential participants or assignees. If a participation is sold or the loan is assigned, the purchaser will have the right of set-off against the Borrower.

9.5 **Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.**

9.6 Waiver of Class Actions. The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank of America, N.A., its subsidiaries and affiliates, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. **THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.**

9.7 Severability; Waivers. If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. The Bank retains all rights, even if it makes a loan after default. If the Bank waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

9.8 Expenses.

(a) The Borrower shall pay to the Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees, expended or incurred by the Bank in connection with (i) the negotiation and preparation of this Agreement and any related agreements to a maximum of $250,000, the Bank's continued administration of this Agreement and such related agreements, and the preparation of any amendments and waivers related to this Agreement or such related agreements, (ii) filing, recording and search fees, appraisal fees, field examination fees, title report fees, and documentation fees with respect to any collateral and books and records of the Borrower or any other Obligor, (iii) the Bank's costs or losses arising from any changes in law which are allocated to this Agreement or any credit outstanding under this Agreement, and (iv) costs or expenses required to be paid by the Borrower or any other Obligor that are paid, incurred or advanced by the Bank.

(b) The Borrower will indemnify and hold the Bank harmless from any loss, liability, damages, judgments, and costs of any kind relating to or arising directly or indirectly out of (i) this Agreement or any document required hereunder, (ii) any credit extended or committed by the Bank to the Borrower hereunder, and (iii) any litigation or proceeding related to or arising out of this Agreement, any such document, or any such credit, including, without limitation, any act resulting from the Bank complying with instructions the Bank reasonably believes are made by any Authorized Individual. This paragraph will survive this Agreement's termination, and will benefit the Bank and its officers, employees, and agents.

(c) The Borrower shall reimburse the Bank for any reasonable costs and attorneys' fees incurred by the Bank in connection with (a) the enforcement or preservation of the Bank's rights and remedies and/or the collection of any obligations of the Borrower which become due to the Bank and in connection with any "workout" or restructuring, and (b) the prosecution or defense of any action in any way related to this Agreement, the credit provided hereunder or any related agreements, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by the Bank or any other person) relating to the Borrower or any other person or entity.

9.9 Individual Liability. If the Borrower is a natural person, the Bank may proceed against the Borrower's business and non-business property in enforcing this and other agreements relating to this loan. If the Borrower is a partnership, the Bank may proceed against the business and non-business property of each general partner of the Borrower in enforcing this and other agreements relating to this loan.

9.10 Set-Off. Upon and after the occurrence of an event of default under this Agreement, (a) the Borrower hereby authorizes the Bank at any time without notice and whether or not the Bank shall have declared any amount owing by the Borrower to be due and payable, to set off against, and to apply to the payment of, the Borrower's indebtedness and obligations to the Bank under this Agreement and all related agreements, whether matured or unmatured, fixed or contingent, liquidated or unliquidated, any and all amounts owing by the Bank to the Borrower, and in the case of deposits, whether general or special (except trust and escrow accounts), time or demand and however evidenced, and (b) pending any such action, to hold such amounts as collateral to secure such indebtedness and obligations of the Borrower to the Bank and to return as unpaid for insufficient funds any and all checks and other items drawn against any deposits so held as the Bank, in its sole discretion, may elect. The Borrower hereby grants to the Bank a security interest in all deposits and accounts maintained with the Bank to secure the payment of all such indebtedness and obligations of the Borrower to the Bank.

9.11 One Agreement. This Agreement and any related security or other agreements required by this Agreement constitute the entire agreement between the Borrower and the Bank with respect to each credit subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail.

9.12 Notices. Unless otherwise provided in this Agreement or in another agreement between the Bank and the Borrower, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax numbers listed on the signature page, or to such other addresses as the Bank and the Borrower may specify from time to time in writing. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

9.13 Headings. Article and paragraph headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

9.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement (or of any agreement or document required by this Agreement and any amendment to this Agreement) by telecopy or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Agreement; provided, however, that the telecopy or other electronic image shall be promptly followed by an original if required by the Bank.

9.15 Borrower/Obligor Information; Reporting to Credit Bureaus. The Borrower authorizes the Bank at any time to verify or check any information given by the Borrower to the Bank, check the Borrower's credit references, verify employment, and obtain credit reports and other credit bureau information from time to time in connection with the administration, servicing and collection of the loans under this Agreement. The Borrower agrees that the Bank shall have the right at all times to disclose and report to credit reporting agencies and credit rating agencies such information pertaining to the Borrower and all other Obligors as is consistent with the Bank's policies and practices from time to time in effect.

9.16 Amendments. This Agreement may be amended or modified only in writing signed by each party hereto.

9.17 Limitation of Interest and Other Charges. Notwithstanding any other provision contained in this Agreement, the Bank does not intend to charge and the Borrower shall not be required to pay any amount of interest or other fees or charges that is in excess of the maximum permitted by applicable law. Any payment in excess of such maximum shall be refunded to the Borrower or credited against principal, at the option of the Bank. It is the express intent hereof that the Borrower not pay and the Bank not receive, directly or indirectly, interest in excess of that which may be lawfully paid under applicable law including the usury laws in force in the state of Florida.

This Agreement is executed as of the date stated at the top of the first page.

Bank of America, N.A.

By: Melinda M Sweat
Melinda M. Sweat, Officer

Borrower:

Data Stream Mobile Technologies, Inc.

By: Sean Lee
Sean P. Lee, President

Address where notices to **Data Stream Mobile Technologies, Inc.** are to be sent:

11521 Interchange Circle South
Miramar, FL 33025

Address where notices to the Bank are to be sent:

Doc Retention Center
NC1-001-05-13
One Independence Center
101 North Tryon St
Charlotte, NC 28255-0001

Federal law requires Bank of America, N.A. (the "Bank") to provide the following notice. The notice is not part of the foregoing agreement or instrument and may not be altered. Please read the notice carefully.

(1) USA PATRIOT ACT NOTICE

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. The Bank will ask for the Borrower's legal name, address, tax ID number or social security number and other identifying information. The Bank may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrower, guarantors or other related persons.

SCHEDULE A

FEES

(a) Loan Fee. **The Borrower agrees to pay a loan fee in the amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00). This fee is due on the date of this Agreement.**

(b) Waiver Fee. If the Bank, at its discretion, agrees to waive or amend any terms of this Agreement, the Borrower will, at the Bank's option, pay the Bank a fee for each waiver or amendment in an amount advised by the Bank at the time the Borrower requests the waiver or amendment. Nothing in this paragraph shall imply that the Bank is obligated to agree to any waiver or amendment requested by the Borrower. The Bank may impose additional requirements as a condition to any waiver or amendment.

(c) Late Fee. To the extent permitted by law, the Borrower agrees to pay a late fee in an amount not to exceed four percent (4%) of any payment that is more than fifteen (15) days late. The imposition and payment of a late fee shall not constitute a waiver of the Bank's rights with respect to the default.

(d) Returned Payment Fee. The Bank, in its discretion, may collect from the Borrower a returned payment fee each time a payment is returned or if there are insufficient funds in the designated account when a payment is attempted through automatic payment.

Bank of America

AMENDMENT NO. 1 TO LOAN AGREEMENT

This Amendment No. 1 (the "Amendment") dated as of May 12, 2018, is between Bank of America, N.A. (the "Bank") and Data Stream Mobile Technologies, Inc. (the "Borrower").

RECITALS

A. The Bank and the Borrower entered into a certain Loan Agreement dated as of July 7, 2017 (together with any previous amendments, the "Agreement"). The current commitment amount of Facility No. 1 is $300,000.00.

B. The Bank and the Borrower desire to amend the Agreement.

AGREEMENT

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

2.1 In Paragraph 2.2 the date "July 7, 2018" is changed to "July 7, 2019".

3. Representations and Warranties. When the Borrower signs this Amendment, the Borrower represents and warrants to the Bank that: (a) there is no event which is, or with notice or lapse of time or both would be, a default under the Agreement except those events, if any, that have been disclosed in writing to the Bank or waived in writing by the Bank, (b) the representations and warranties in the Agreement are true as of the date of this Amendment as if made on the date of this Amendment, (c) this Amendment does not conflict with any law, agreement, or obligation by which the Borrower is bound, and (d) if the Borrower is a business entity or a trust, this Amendment is within the Borrower's powers, has been duly authorized, and does not conflict with any of the Borrower's organizational papers.

4. Conditions. The effectiveness of this Amendment is conditioned upon the Bank's receipt of the following items, in form and content acceptable to the Bank:

4.1 A fully executed counterpart of this Amendment from the Borrower and each guarantor and/or collateral pledgor (collectively, a "Credit Support Provider") in form satisfactory to the Bank.

4.2 If the Borrower or any Credit Support Provider is anything other than a natural person, evidence that the execution, delivery and performance by the Borrower and/or such Credit Support Provider of this Amendment and any instrument or agreement required under this Amendment have been duly authorized.

4.3 Payment by the Borrower of a renewal fee in the amount of One Thousand Five Hundred Dollars and No Cents ($1,500.00).

4.4 Payment by the Borrower of all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by the Bank in connection with this Amendment.

4.5 Authorization to terminate Financing statement signed by Facteon Inc.

5. Effect of Amendment. Except as provided in this Amendment, all of the terms and conditions of the Agreement, including but not limited to the Waiver of Jury Trial, shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in multiple counterparts, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each such executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original of this Amendment.

7. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

This Amendment is executed as of the date stated at the beginning of this Amendment.

Bank:

Bank of America, N.A.

By: Ju Juan Holman
Authorized Signer, Officer

Ju Juan Holman, AVP

Borrower:

Data Stream Mobile Technologies, Inc.

By: Sean Lee
Sean P. Lee, President

This promissory note renews a promissory note on which documentary stamp taxes and/or intangible property taxes have been paid pursuant to the Florida Satutes Chapter 201.08

CONSENT AND REAFFIRMATION OF GUARANTORS AND PLEDGORS

Each of the undersigned (collectively referred to as the "Credit Support Providers") is a guarantor of, and/or is a pledgor of collateral for, the Borrower's obligations to the Bank under the Agreement. Each Credit Support Provider hereby (i) acknowledges and consents to the foregoing Amendment, (ii) reaffirms its obligations under its respective guaranty in favor of the Bank and/or under any agreement under which it has granted to the Bank a lien or security interest in any of its real or personal property, and (iii) confirms that such guaranty and other agreements, including but not limited to any Waiver of Jury Trial or Dispute Resolution Provision contained therein, remain in full force and effect, without defense, offset, or counterclaim. (Capitalized terms used herein shall have the meanings specified in the foregoing Amendment.)

Although each of the undersigned has been informed of the terms of the Amendment, each understands and agrees that the Bank has no duty to so notify it or any other guarantor/pledgor or to seek this or any future acknowledgment, consent or reaffirmation, and nothing contained herein shall create or imply any such duty as to any transactions, past or future.

Dated as of May 12, 2018.

Individual Credit Support Provider:

____
Sean P. Lee, Individually

Bank of America

FLORIDA DOCUMENTARY STAMP TAX REQUIRED BY LAW IN THE AMOUNT OF $ 1050.00 HAS BEEN PAID OR WILL BE PAID TO THE DEPARTMENT OF REVENUE.

AMENDMENT NO. 1 TO LOAN AGREEMENT

This Amendment No. 1 (the "Amendment") dated as of **July 12, 2018**, is between Bank of America, N.A. (the "Bank") and **DATA STREAM MOBILE TECHNOLOGIES, INC.** (the "Borrower").

RECITALS

A. The Bank and the Borrower entered into a certain Loan Agreement dated as of **July 7, 2017** (together with any previous amendments, the "Agreement").

B. The Bank and the Borrower desire to amend the Agreement. This Amendment shall be effective on **July 12, 2018**, subject to any conditions stated in this Amendment.

AGREEMENT

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

2.1 In Paragraph 2.1 (a), the amount "$300,000.00" is changed to "$600,000.00".

2.2 In Paragraph 2.2 the date "July 7, 2018" is changed to "July 7, 2019".

2.3 Paragraph 7.2 is hereby amended to read in its entirety as follows:

7.2 Financial Information. No later than 40 days prior to July 7, 2019, (the "Review Date"), and no later than 40 days prior to each anniversary of the Review Date, to provide the following financial information and statements in form and content acceptable to the Bank. From time to time, the Bank may, in its sole discretion, inform the Borrower in writing that it is not requiring the delivery of some or all of the financial information listed below for a particular due date. Such notice from the Bank will not be deemed a waiver of the requirement of the Borrower to provide all such required information for future time periods. In addition, the Bank reserves the right, upon written notice to the Borrower, to require the Borrower to deliver additional financial information and statements to the Bank, and to use such additional information and statements to measure any applicable financial covenants and any other terms and conditions in this Agreement. Borrower's failure to deliver such additional financial information within 30 days of a written request shall constitute an event of default hereunder:

(a) Copies of the federal income tax return(s) of the Borrower, including copies of any K-1s and all other schedules, in the form filed with the Internal Revenue Service (as well as any subsequent amendments or supplements); and if requested by the Bank, authentications of such documents (whether in the form of signed copies or otherwise) satisfactory to the Bank or copies of any extensions of the filing date.

(b) The schedule of debt and debt service of the Borrower in form and content acceptable to the Bank.

(c) The most recent annual financial statements of the Borrower, certified and dated by an authorized financial officer. These financial statements may be company-prepared.

2.4 Paragraph 7.3 is hereby amended to read in its entirety as follows:

7.3 Financial Information - Individuals. No later than 40 days prior to July 7, 2019, (the "Review Date"), and no later than 40 days prior to each anniversary of the Review Date, to provide the following financial information and statements in form and content acceptable to the Bank. From time to time, the Bank may, in its sole discretion, inform the Borrower in writing that it is not requiring the delivery of some or all of the financial information listed below for a particular due date. Such notice from the Bank will not be deemed a waiver of the requirement of the Borrower to provide all such required information for future time periods. In addition, the Bank reserves the right, upon written notice to the Borrower, to require the Borrower to deliver additional financial information and statements to the Bank, and to use such additional information and statements to measure any applicable financial covenants and any other terms and conditions in this Agreement. Borrower's failure to deliver such additional financial information within 30 days of a written request shall constitute an event of default hereunder:

(a) Copies of the federal income tax return(s) of Sean P. Lee, including copies of any K-1s and all other schedules, in the form filed with the Internal Revenue Service (as well as any subsequent amendments or supplements); and if requested by the Bank, authentications of such documents (whether in the form of signed copies or otherwise) satisfactory to the Bank or copies of any extensions of the filing date.

(b) A properly completed signed and dated personal financial statement of Sean P. Lee on the Bank's form with all questions fully answered and all schedules completed in their entirety, including all requested income/expense information, contingent liabilities disclosure; provided that, if the party providing the financial information uses his/her own automated financial statement, they may supplement the statement with supporting schedules, certifications or other details so that all information requested on the Bank's financial statement form is provided in lieu of using such form.

3. Representations and Warranties. When the Borrower signs this Amendment, the Borrower represents and warrants to the Bank that: (a) there is no event which is, or with notice or lapse of time or both would be, a default under the Agreement except those events, if any, that have been disclosed in writing to the Bank or waived in writing by the Bank, (b) the representations and warranties in the Agreement are true as of the date of this Amendment as if made on the date of this Amendment, (c) this Amendment does not conflict with any law, agreement, or obligation by which the Borrower is bound, (d) if the Borrower is a business entity or a trust, this Amendment is within the Borrower's powers, has been duly authorized, and does not conflict with any of the Borrower's organizational papers, and (e) as of the date of this Amendment and throughout the term of the Agreement, no Borrower or Guarantor, if any, is (1) an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (2) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986 (the "Code"); (3) an entity deemed to hold "plan assets" of any such plans or accounts for purposes of ERISA or the Code; or (4) a "governmental plan" within the meaning of ERISA.

4. Conditions. The effectiveness of this Amendment is conditioned upon the Bank's receipt of the following items, in form and content acceptable to the Bank:

4.1 A fully executed counterpart of this Amendment from the Borrower and each guarantor and/or collateral pledgor (collectively, a "Credit Support Provider") in form satisfactory to the Bank.

4.2 If the Borrower or any Credit Support Provider is anything other than a natural person, evidence that the execution, delivery and performance by the Borrower and/or such Credit Support Provider of this Amendment and any instrument or agreement required under this Amendment have been duly authorized.

4.3 Payment by the Borrower of a renewal fee in the amount of One Thousand Five Hundred Dollars and No Cents ($1,500.00).

5. Effect of Amendment. Except as provided in this Amendment, all of the terms and conditions of the Agreement, including but not limited to the Waiver of Jury Trial, shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in multiple counterparts, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each such executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original of this Amendment.

7. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

This Amendment is executed as of the date stated at the beginning of this Amendment.

Bank:

Bank of America, N.A.

By: ______________________________
Ilona Akey, Officer

Borrower:

DATA STREAM MOBILE TECHNOLOGIES, INC.

By: ______________________________
Sean P. Lee, President

CONSENT AND REAFFIRMATION OF GUARANTORS AND PLEDGORS

Each of the undersigned (collectively referred to as the "Credit Support Providers") is a guarantor of, and/or is a pledgor of collateral for, the Borrower's obligations to the Bank under the Agreement. Each Credit Support Provider hereby (i) acknowledges and consents to the foregoing Amendment, (ii) reaffirms its obligations under its respective guaranty in favor of the Bank and/or under any agreement under which it has granted to the Bank a lien or security interest in any of its real or personal property, and (iii) confirms that such guaranty and other agreements, including but not limited to any Waiver of Jury Trial or Dispute Resolution Provision contained therein, remain in full force and effect, without defense, offset, or counterclaim. (Capitalized terms used herein shall have the meanings specified in the foregoing Amendment.)

Although each of the undersigned has been informed of the terms of the Amendment, each understands and agrees that the Bank has no duty to so notify it or any other guarantor/pledgor or to seek this or any future acknowledgment, consent or reaffirmation, and nothing contained herein shall create or imply any such duty as to any transactions, past or future.

Dated as of July 12, 2018.

Individual Credit Support Provider:

Sean P. Lee, Individually

COPY

Bank of America

AMENDMENT NO. 2 TO LOAN AGREEMENT

This Amendment No. 2 (the "Amendment") dated as of **March 26, 2019**, is between Bank of America, N.A. (the "Bank") and **DATA STREAM MOBILE TECHNOLOGIES, INC.** (the "Borrower").

RECITALS

A. The Bank and the Borrower entered into a certain Loan Agreement dated as of July 7, 2017 (together with any previous amendments, the "Agreement").

B. The Bank and the Borrower desire to amend the Agreement. This Amendment shall be effective on March 26, 2019, subject to any conditions stated in this Amendment.

AGREEMENT

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

2.1 In Paragraph 2.1 (a), the amount **"$600,000.00" is changed to "$700,000.00".**

2.2 The paragraph 7.3 "Financial Information - Individuals" is hereby amended to read in its entirety as follows:

Financial Information- Individuals. No later than 40 days prior to July 7, 2019 (the "Review Date"), and no later than 40 days prior to each anniversary of the Review Date, to provide the following financial information and statements in form and content acceptable to the Bank. From time to time, the Bank may, in its sole discretion, inform the Borrower in writing that it is not requiring the delivery of some or all of the financial information listed below for a particular due date. Such notice from the Bank will not be deemed a waiver of the requirement of the Borrower to provide all such required information for future time periods. In addition, the Bank reserves the right, upon written notice to the Borrower, to require the Borrower to deliver additional financial information and statements to the Bank, and to use such additional information and statements to measure any applicable financial covenants and any other terms and conditions in this Agreement. Borrower's failure to deliver such additional financial information within 30 days of a written request shall constitute an event of default hereunder:

(a) A properly completed signed and dated personal financial statement of Sean P. Lee on the Bank's form with all questions fully answered and all schedules completed in their entirety, including all requested income/expense information, contingent liabilities disclosure; provided that, if the party providing the financial information uses his/her own automated financial statement, they may supplement the statement with supporting schedules, certifications or other details so that all information requested on the Bank's financial statement form is provided in lieu of using such form.

(b) Copies of the federal income tax return(s) of Sean P. Lee, including copies of any K-1s and all other schedules, in the form filed with the Internal Revenue Service (as well as any subsequent amendments or supplements); and if requested by the Bank, authentications of such documents (whether in the form of signed copies or otherwise) satisfactory to the Bank or copies of any extensions of the filing date.

2.3 The paragraph 7.2 "Financial Information" is hereby amended to read in its entirety as follows:

Financial Information. No later than 40 days prior to July 7, 2019 (the "Review Date"), and no later than 40 days prior to each anniversary of the Review Date, to provide the following financial information and statements in form and content acceptable to the Bank. From time to time, the Bank may, in its sole discretion, inform the Borrower in writing that it is not requiring the delivery of some or all of the financial information listed below for a particular due date. Such notice from the Bank will not be deemed a waiver of the requirement of the Borrower to provide all such required information for future time periods. In addition, the Bank reserves the right, upon written notice to the Borrower, to require the Borrower to deliver additional financial information and statements to the Bank, and to use such additional information and statements to measure any applicable financial covenants and any other terms and conditions in this Agreement. Borrower's failure to deliver such additional financial information within 30 days of a written request shall constitute an event of default hereunder:

(a) The most recent annual financial statements of the Borrower. These financial statements may be company-prepared.

(b) Copies of the federal income tax return(s) of the Borrower, including copies of any K-1s and all other schedules, in the form filed with the Internal Revenue Service (as well as any subsequent amendments or supplements); and if requested by the Bank, authentications of such documents (whether in the form of signed copies or otherwise) satisfactory to the Bank or copies of any extensions of the filing date.

(c) A detailed receivables aging of the Borrower by invoice or a summary aging by account debtor, as specified by the Bank.

(d) A detailed accounts payable aging of the Borrower by invoice or a summary aging by account creditor, as specified by the Bank.

(e) The schedule of debt and debt service of the Borrower in form and content acceptable to the Bank.

2.4 A new covenant is added to the Agreement to read as follows:

Patriot Act; Beneficial Ownership Regulation. Promptly following any request therefor, to provide information and documentation reasonably requested by the Bank for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation. For purposes hereof, (a) "Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation and (b) "Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

3. Representations and Warranties. When the Borrower signs this Amendment, the Borrower represents and warrants to the Bank that: (a) there is no event which is, or with notice or lapse of time or both would be, a default under the Agreement except those events, if any, that have been disclosed in writing to the Bank or waived in writing by the Bank, (b) the representations and warranties in the Agreement are true as of the date of this Amendment as if made on the date of this Amendment, (c) this Amendment does not conflict with any law, agreement, or obligation by which the Borrower is bound, (d) if the Borrower is a business entity or a trust, this Amendment is within the Borrower's powers, has been duly authorized, and does not conflict with any of the Borrower's organizational papers, (e) the information included in the Beneficial Ownership Certification most recently provided to the Bank, if applicable, is true and correct in all respects, and (f) as of the date of this Amendment and throughout the term of the Agreement, no Borrower or Guarantor, if any, is (1) an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (2) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986 (the "Code"); (3) an entity deemed to hold "plan

assets" of any such plans or accounts for purposes of ERISA or the Code; or (4) a "governmental plan" within the meaning of ERISA.

4. Conditions. The effectiveness of this Amendment is conditioned upon the Bank's receipt of the following items, in form and content acceptable to the Bank:

4.1 A fully executed counterpart of this Amendment from the Borrower and each guarantor and/or collateral pledgor (collectively, a "Credit Support Provider") in form satisfactory to the Bank.

4.2 KYC Information.

(a) Upon the request of the Bank, the Borrower shall have provided to the Bank, and the Bank shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act.

(b) If the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, it shall have provided a Beneficial Ownership Certification to the Bank if so requested.

4.3 If the Borrower or any Credit Support Provider is anything other than a natural person, evidence that the execution, delivery and performance by the Borrower and/or such Credit Support Provider of this Amendment and any instrument or agreement required under this Amendment have been duly authorized.

5. Effect of Amendment. Except as provided in this Amendment, all of the terms and conditions of the Agreement, including but not limited to any Waiver of Jury Trial or Dispute Resolution Provision contained therein, shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in multiple counterparts, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each such executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original of this Amendment.

7. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

This Amendment is executed as of the date stated at the beginning of this Amendment.

Bank:

Bank of America, N.A.

By: Michelle Play, AVP
Authorized Signer

Borrower:

DATA STREAM MOBILE TECHNOLOGIES, INC.

By: Sean Lee
Sean P. Lee, President

CONSENT AND REAFFIRMATION
OF GUARANTORS AND PLEDGORS

Each of the undersigned (collectively referred to as the "Credit Support Providers") is a guarantor of, and/or is a pledgor of collateral for, the Borrower's obligations to the Bank under the Agreement. Each Credit Support Provider hereby (i) acknowledges and consents to the foregoing Amendment, (ii) reaffirms its obligations under its respective guaranty in favor of the Bank and/or under any agreement under which it has granted to the Bank a lien or security interest in any of its real or personal property, and (iii) confirms that such guaranty and other agreements, including but not limited to any Waiver of Jury Trial or Dispute Resolution Provision contained therein, remain in full force and effect, without defense, offset, or counterclaim. (Capitalized terms used herein shall have the meanings specified in the foregoing Amendment.)

Although each of the undersigned has been informed of the terms of the Amendment, each understands and agrees that the Bank has no duty to so notify it or any other guarantor/pledgor or to seek this or any future acknowledgment, consent or reaffirmation, and nothing contained herein shall create or imply any such duty as to any transactions, past or future.

Dated as of March 26, 2019.

Credit Support Provider:

Sean Lee
Sean P. Lee, Individually

Bank of America

AMENDMENT NO. 4 TO LOAN AGREEMENT

This Amendment No. 4 (the "Amendment") dated as of May 10, 2019, is between Bank of America, N.A. (the "Bank") and Data Stream Mobile Technologies, Inc. (the "Borrower").

RECITALS

A. The Bank and the Borrower entered into a certain Loan Agreement dated as of July 7, 2017 (together with any previous amendments, the "Agreement"). The current commitment amount of Facility No. 1 is $700,000.00.

B. The Bank and the Borrower desire to amend the Agreement. This Amendment shall be effective on May 10, 2019, subject to any conditions stated in this Amendment.

C. The Bank and the Borrower previously entered into a certain Amendment #1 to Loan Agreement dated as of July 12, 2018 which should have been numbered Amendment # 2. Amendment #1 dated July 12, 2018 is hereby corrected to read "Amendment #2 to Loan Agreement".

The Bank and the Borrower previously entered into a certain Amendment #2 to Loan Agreement dated as of March 26, 2018 which should have been numbered Amendment # 3. Amendment #2 dated March 26, 2018 is hereby corrected to read "Amendment #3 to Loan Agreement".

AGREEMENT

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

2.1 In Paragraph 2.2 the date "July 7, 2019" is changed to "July 7, 2020".

2.2 A new covenant is added to the Agreement to read as follows:

Patriot Act; Beneficial Ownership Regulation. Promptly following any request therefor, to provide information and documentation reasonably requested by the Bank for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation. For purposes hereof, (a) "Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation and (b) "Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

3. Representations and Warranties. When the Borrower signs this Amendment, the Borrower represents and warrants to the Bank that: (a) there is no event which is, or with notice or lapse of time or both would be, a default under the Agreement except those events, if any, that have been disclosed in writing to the Bank or waived in writing by the Bank, (b) the representations and warranties in the Agreement are true as of the date of this Amendment as if made on the date of this Amendment, (c) this Amendment does not conflict with any law, agreement, or obligation by which the Borrower is bound, (d) if the Borrower is a business entity or a trust, this Amendment is within the Borrower's powers, has been duly authorized, and does not conflict with any of the Borrower's organizational papers, (e) the information included in the Beneficial Ownership Certification most recently provided to the Bank, if applicable, is true and correct in all respects, and (f) as of the date of this Amendment and throughout the term of the

Agreement, no Borrower or Guarantor, if any, is (1) an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (2) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986 (the "Code"); (3) an entity deemed to hold "plan assets" of any such plans or accounts for purposes of ERISA or the Code; or (4) a "governmental plan" within the meaning of ERISA.

4. Conditions. The effectiveness of this Amendment is conditioned upon the Bank's receipt of the following items, in form and content acceptable to the Bank:

4.1 A fully executed counterpart of this Amendment from the Borrower and each guarantor and/or collateral pledgor (collectively, a "Credit Support Provider") in form satisfactory to the Bank.

4.2 KYC Information.

(a) Upon the request of the Bank, the Borrower shall have provided to the Bank, and the Bank shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act.

(b) If the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, it shall have provided a Beneficial Ownership Certification to the Bank if so requested.

4.3 If the Borrower or any Credit Support Provider is anything other than a natural person, evidence that the execution, delivery and performance by the Borrower and/or such Credit Support Provider of this Amendment and any instrument or agreement required under this Amendment have been duly authorized.

4.4 Payment by the Borrower of a renewal fee in the amount of One Thousand Five Hundred Dollars and No Cents ($1,500.00).

4.5 A fully executed Security Agreement signed by the Borrower.

5. Effect of Amendment. Except as provided in this Amendment, all of the terms and conditions of the Agreement, including but not limited to any Waiver of Jury Trial or Dispute Resolution Provision contained therein, shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in multiple counterparts, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each such executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original of this Amendment.

7. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

This Amendment is executed as of the date stated at the beginning of this Amendment.

Bank:

Bank of America, N.A.

By: ______________________________

Authorized Signer, Officer

Nick Reginio, Officer

Borrower:

Data Stream Mobile Technologies, Inc.

By: ______________________________

Sean P. Lee, President

CONSENT AND REAFFIRMATION OF GUARANTORS AND PLEDGORS

Each of the undersigned (collectively referred to as the "Credit Support Providers") is a guarantor of, and/or is a pledgor of collateral for, the Borrower's obligations to the Bank under the Agreement. Each Credit Support Provider hereby (i) acknowledges and consents to the foregoing Amendment, (ii) reaffirms its obligations under its respective guaranty in favor of the Bank and/or under any agreement under which it has granted to the Bank a lien or security interest in any of its real or personal property, and (iii) confirms that such guaranty and other agreements, including but not limited to any Waiver of Jury Trial or Dispute Resolution Provision contained therein, remain in full force and effect, without defense, offset, or counterclaim. (Capitalized terms used herein shall have the meanings specified in the foregoing Amendment.)

Although each of the undersigned has been informed of the terms of the Amendment, each understands and agrees that the Bank has no duty to so notify it or any other guarantor/pledgor or to seek this or any future acknowledgment, consent or reaffirmation, and nothing contained herein shall create or imply any such duty as to any transactions, past or future.

Dated as of May 10, 2019.

Credit Support Provider:

Sean P. Lee, Individually

DocLvlCoverPage

ImageBarCode

BANK OF AMERICA

January 26, 2021

Sean P Lee
Data Stream Mobile Technologies, Inc.
11521 Interchange Cir S
Miramar, FL 33025-6010

Re: Loan #[redacted]7607 (the "Loan")

Dear Sean P Lee,

Bank of America, N.A. (the “Bank”) has extended the maturity date of the above-referenced Loan to March 4, 2021 (the “Maturity Date”). However, effective immediately, the revolving feature of the Loan is terminated and no further requests for advances under the Loan will be honored by the Bank.

As of the date of this letter, the outstanding principal balance of the Loan is Seven Hundred Thousand and 00/100 Dollars ($700,000.00).

This extension shall not constitute a commitment to extend the Maturity Date beyond the date specified above. All other terms and conditions of the loan documents evidencing the Loan (the “Loan Documents”) shall remain in full force and effect. If your Loan Documents require regularly scheduled payments of principal/and or interest you must continue to make these payments. All remaining unpaid principal, interest and/or fees will be due and payable in full on the Maturity Date.

If you have any questions, please contact your Client Manager, Phillip Cruz at (888) 852-5000, extension 3054.

Bank of America, N.A.

Phillip Cruz, Assistant Vice President

TextBarCode
SAG Transfer Extension Letter

BANK OF AMERICA

Florida Documentary Stamp Tax in the amount of $2,450.00 has previously been paid to the Florida Department of Revenue, evidence of which is affixed to the debt instrument described herein.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement dated as of May 3, 2021 (this "Amendment" or "Agreement"), is entered into by and between Data Stream Mobile Technologies, Inc. (whether one or several, "Borrower"), and BANK OF AMERICA, N.A. ("Bank" or "Lender").

RECITALS

A. On or about July 7, 2017, (the "Origination Date"), Borrower executed certain loan documents (the "Loan Documents") in favor of Bank pursuant to which Borrower was granted a loan or line of credit (the "Loan") in the original principal amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00), subsequently increased to Six Hundred Thousand and 00/100 Dollars ($600,000.00) on July 12, 2018, and subsequently increased to Seven Hundred Thousand and 00/100 Dollars ($700,000.00) on March 26, 2019. As used herein, the term "Loan Documents" shall mean all documents executed and delivered to Bank which evidence, secure, guaranty or relate to the Loan (as heretofore modified or amended). Bank remains the owner and holder of the Loan Documents.

B. As of May 3, 2021, the amount due under the Loan Documents is Seven Hundred Eight Thousand One Hundred Thirty-Three and 11/100 Dollars ($708,133.11) consisting of principal in the amount of Seven Hundred Thousand and 00/100 Dollars ($700,000.00), accrued and unpaid interest in the amount of Five Thousand Two Hundred Sixteen and 44/100 Dollars ($5,216.44), and previously deferred interest in the amount of Two Thousand Nine Hundred Sixteen and 67/100 Dollars ($2,916.67). This Loan Agreement renews a promissory note on which documentary stamp taxes and/or intangible tax have been paid pursuant to Florida Statutes Chapter 201.09.

C. Borrower and Bank wish to amend the Loan Documents as set forth in this Amendment. All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Loan Documents.

AGREEMENT

Now, therefore, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

1. **AMENDMENT TO LOAN DOCUMENTS.** The Loan Documents are amended as follows:

1.1 **Maturity Date.**

The Loan shall no longer have an expiration date of March 4, 2021 but instead shall have a final maturity date of November 15, 2021 (the "Maturity Date"). On the Maturity Date, all unpaid principal, interest, fees and expenses shall be due and payable in full.

The revolving line of credit feature is closed and will not be re-opened. All amounts outstanding, once repaid, may not be reborrowed.

1.2 **Interest Rate.**

Effective May 3, 2021, the interest rate is changed to the following:

(a) The interest rate is 8.5% per year.

1.3 Repayment Terms.

Effective May 3, 2021, the payment terms are changed as follows:

(a) The Borrower will repay principal and interest in equal combined installments of Twelve Thousand Seven Hundred and 00/100 Dollars ($12,700.00) beginning on June 15, 2021, and on the same day of each month thereafter, and ending on November 15, 2021 (the "Repayment Period"). In any event, on the last day of the Repayment Period, the Borrower will repay the remaining principal balance plus any interest and other charges then due. Each installment, when paid, will be applied first to the payment of interest accrued. The amount of interest due, and the portion of each installment which is applied to interest, will change from time to time if there are changes in the applicable interest rate. The balance, if any, of each installment will be applied to the repayment of principal. If the accrued interest owing exceeds the amount of any installment, the Borrower will pay the excess in addition to the installment. The excess accrued interest will be paid on the due date of the installment.

1.4 Prepayments.

The Borrower may prepay principal in full or in part at any time without the payment of a prepayment fee or premium. The prepayment will be applied to the most remote payment of principal due under this Amendment.

1.5 Covenants.

Paragraph 7.12 of that certain Loan Agreement dated July 7, 2017 entitled "Additional Negative Covenants" is hereby deleted in its entirety and replaced with the following:

7.12 Additional Negative Covenants. Not to, without the Bank's written consent:

(a) Enter into any consolidation, merger, or other combination, or become a partner in a partnership, a member of a joint venture, or a member of a limited liability company.

(b) Acquire or purchase a business or its assets.

(c) Engage in any business activities substantially different from the Borrower's present business.

(d) Liquidate or dissolve any Obligor's business.

(e) Voluntarily suspend the Borrower's business.

(f) With respect to any Obligor which is a business entity, adopt a plan of division or divide itself into two or more business entities (pursuant to a "plan of division" under Section 18-217 of the Delaware Limited Liability Company Act or a similar arrangement under any other applicable state statute).

1.6 Paragraph 9.12 is hereby amended to read in its entirety as follows:

Notices. Unless otherwise provided in this Agreement or in another agreement between the Bank and the Borrower, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax number(s) listed on the signature page, or to such other addresses as the Bank and the Borrower may specify from time to time in writing (any such notice a "Written Notice"). Written Notices shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered. In lieu of a Written Notice, notices and/or communications from the Bank to the Borrower may, to the extent permitted by law, be delivered electronically (i) by transmitting the communication to the electronic address provided by the Borrower or to such other electronic address as the Borrower may specify from time to time in writing, or (ii) by posting the communication on a website and sending the Borrower a notice to the Borrower's postal address or electronic address telling the Borrower that the communication has been posted, its location, and providing instructions on how to view it (any such notice, an "Electronic Notice"). Electronic Notices shall be effective when the communication, or a notice advising of its posting to a website, is sent to the Borrower's electronic address.

All other terms, conditions and covenants contained in the Loan Documents shall be and remain in full force and effect.

2. **REPRESENTATIONS AND WARRANTIES.** In order to induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank that except as has been previously disclosed in writing by Borrower to Bank: i) all of the representations and warranties set forth in the Loan Documents are true and correct on and as of the date of this Amendment and are applicable to this Amendment; ii) no default has occurred under the Loan Documents; iii) no event, which, with the giving of notice or lapse of time or both, would cause a default under the Loan Documents has occurred and is continuing; and iv) since the Origination Date there has been no material adverse change in the financial condition or business operations of the Borrower; v) this Amendment does not conflict with any law, agreement, or obligation by which the Borrower is bound; vi) if the Borrower is a business entity or a trust, this Amendment is within the Borrower's powers, has been duly authorized, and does not conflict with any of the Borrower's organizational papers; vii) the information included in the Beneficial Ownership Certification most recently provided to the Bank, if applicable, is true and correct in all respects; and (viii) as of the date of this Amendment and throughout the term of the Agreement, no Borrower or Guarantor, if any, is (1) an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (2) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986 (the "Code"); (3) an entity deemed to hold "plan assets" of any such plans or accounts for purposes of ERISA or the Code; or (4) a "governmental plan" within the meaning of ERISA.

3. **CONDITIONS.**

3.1 Conditions Precedent. This Amendment shall become effective when:

3.1.1 This Amendment has been executed by Borrower and Bank.

3.1.2 All actions required to be taken by Borrower in connection with the transactions contemplated by this Amendment have been taken in form and substance satisfactory to Bank.

3.1.3 Bank has received counterpart originals of this Amendment executed by all parties listed on the signature page(s) hereto and originals or certified or other copies of such other documents as Bank may reasonably request.

3.1.4 Borrower shall be in compliance with all other terms and conditions of the Loan Documents other than as specifically provided herein.

3.1.5 To the extent permitted by law, Bank shall have received reimbursement, in immediately available funds, of all costs and expenses incurred by Bank in connection with this Amendment as set forth in the Disbursement and Fee Statement dated May 3, 2021, including, as applicable, charges for title insurance (including endorsements), recording, filing and escrow charges, fees for appraisal, architectural and engineering review, construction services and environmental services, mortgage taxes, and legal fees and expenses of Bank's counsel, including the market value of services of in-house counsel. Such costs and expenses may include the allocated costs for services of Bank's in-house appraisal and/or environmental services staffs.

3.1.6 Unless otherwise addressed herein, Borrower shall have paid to Bank any monthly payment unpaid on the Loan Documents, if any, through but not including the date of the execution and delivery of this Amendment.

3.1.7 Borrower shall have paid all accrued and unpaid interest due to May 3, 2021 in the amount of Five Thousand Two Hundred Sixteen and 44/100 Dollars ($5,216.44).

3.1.8 Borrower shall have made an additional principal payment in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00), thereby reducing the outstanding principal balance to Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00).

3.1.9 KYC Information.

(a) Upon the request of the Bank, the Borrower shall have provided to the Bank, and the Bank shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act.

(b) If the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, it shall have provided a Beneficial Ownership Certification to the Bank if so requested.

3.2 Authorizations.
If the Borrower or any guarantor is anything other than a natural person, evidence that the execution, delivery and performance by the Borrower and/or such guarantor of this Amendment and any instrument or agreement required under this Amendment have been duly authorized.

3.3 Governing Documents.
If required by the Bank, a copy of the Borrower's organizational documents.

3.4 Good Standing.
Certificates of good standing for the Borrower from its state of formation and from any other state in which the Borrower is required to qualify to conduct its business.

3.5 Security Agreements.
Signed original security agreements covering the personal property collateral which the Bank requires.

3.6 Perfection and Evidence of Priority.
Evidence that the security interests and liens in favor of the Bank are valid, enforceable, properly perfected in a manner acceptable to the Bank and prior to all others' rights and interests, except those the Bank consents to in writing. All title documents for motor vehicles which are part of the collateral must show the Bank's interest.

3.7 Default Rate Interest Waived. Contemporaneously with the execution of this Amendment and satisfaction of all Conditions Precedent contained herein, the Bank shall waive all default rate interest accrued from April 8, 2021 through June 7, 2021 currently due and payable under the Loan Documents. This waiver of the default rate interest applies for the indicated period only, does not constitute a waiver of any past-due interest at the non-default rate or any other defaults under the Loan Documents, and does not imply that the Bank will waive any future defaults under the Loan Documents. Further, such waiver does not otherwise constitute a modification or amendment to the Loan Documents. Particularly, but without limitation, the Borrower will continue to be required to comply with the Loan Documents for all future periods.

4. **CONFIRMATION OF COLLATERAL/FURTHER ASSURANCES.** To the extent that Borrower has previously granted a security interest and/or lien to secure its obligations to Bank arising out of the Loan Documents, Borrower hereby: i) confirms to Bank all such security interests and liens; ii) acknowledges and agrees that all such obligations shall continue to be secured by any and all such security interests and liens except as expressly provided herein; and iii) at Borrower's sole cost and expense, agrees to execute and deliver to Bank any and all agreements and other documentation and to take any and all actions reasonably requested by Bank at any time to assure the perfection, protection, and enforcement of Bank's rights under the Loan Documents as amended hereby with respect to all such security interests and liens.

5. **REAFFIRMATION.** Except as modified hereby, all of the terms, covenants, and conditions of the Loan Documents, including, but not limited to, the dispute resolution and/or jury trial waiver provision, if any, are ratified, reaffirmed, and confirmed and shall continue in full force and effect. Should any term or provision of the Loan Documents conflict with the terms or provisions contained in this Amendment the terms and provisions of this Amendment shall be controlling. This Amendment is not intended to be, nor shall it be construed to be, a novation or an accord and satisfaction of any other obligation or liability of Borrower to Bank.

6. **BINDING EFFECT.** This Amendment shall be binding upon Borrower, Bank, and their respective successors and assigns, and shall inure to the benefit of Borrower, Bank, and their respective successors and assigns; provided, however, that Borrower may not assign this Amendment, the Loan Documents, or its rights arising out of any agreements or instruments relating thereto without Bank's prior written consent, and any prohibited assignment shall be null and void. The Bank may, without notice to or consent of any person, sell, assign, securitize, grant a participation in or otherwise dispose of all or any portion of the Loan Documents. In the event that Bank seeks to sell, assign, securitize or participate interests in all or any part of the Loan, then Borrower and, if any, all guarantors hereby authorize Bank to

release all or part of any financial or credit information provided by any of them to Bank to any such banks, insurance companies, pension funds, trusts or other institutional lenders or entities, parties or investors without notice to Borrower or guarantors.

7. **ELECTRONIC RECORDS AND SIGNATURES.** This Amendment and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Amendment (each a "Communication"), including Communications required to be in writing, may, if agreed by the Bank, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The Borrower agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on the Borrower to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Bank. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Bank may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of the Bank's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Bank is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Bank has agreed to accept such Electronic Signature, the Bank shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Obligor without further verification and (b) upon the request of the Bank any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

8. **AMENDMENT AND WAIVER.** No amendment or waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the parties hereto.

9. **GOVERNING LAW.** This Amendment shall be governed by and construed in accordance with the internal laws of the state provided for in the Loan Documents without reference to conflict of law principles.

10. **SEVERABILITY.** Any provision of this Amendment that is held to be inoperative, unenforceable, voidable, or invalid in any jurisdiction shall, as to that jurisdiction, be ineffective, unenforceable, void, or invalid without affecting the remaining provisions in that or any other jurisdiction, and to this end the provisions of this Amendment are declared to be severable.

11. **RELEASE.** As a material part of the consideration for Bank entering into this Amendment, Borrower and, if any, each guarantor or owner of collateral signing this Amendment, (collectively "Releasor") agree as follows (the "Release Provision"):

11.1 Releasor hereby releases and forever discharges Bank and Bank's predecessors, successors, assigns, officers, managers, directors, shareholders, employees, agents, attorneys, representatives, parent corporations, subsidiaries, and affiliates (hereinafter all of the above collectively referred to as "Bank Group"), jointly and severally from any and all claims, counterclaims, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets, rights, actions and causes of action of any nature whatsoever, including, without limitation, all claims, demands, and causes of action for contribution and indemnity, whether arising at law or in equity, whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, which Releasor may have or claim to have against any of Bank Group; provided, however, that Bank shall not be released hereby from any obligation to pay to Releasor any amounts that Releasor may have on deposit with Bank, in accordance with applicable law and the terms of the documents establishing any such deposit relationship.

11.2 Releasor agrees not to sue any of Bank Group or in any way assist any other person or entity in suing Bank Group with respect to any claim released herein. The Release Provision may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein.

11.3 Releasor acknowledges, warrants, and represents to Bank Group that:

11.3.1 Releasor has read and understands the effect of the Release Provision. Releasor has had the assistance of independent counsel of its own choice, or has had the opportunity to retain such independent counsel, in reviewing, discussing, and considering all the terms of the Release Provision; and if counsel was retained, counsel for Releasor has read and considered the Release Provision and advised Releasor to execute the same. Before execution of this Amendment, Releasor has had adequate opportunity to make whatever investigation or inquiry it may deem necessary or desirable in connection with the subject matter of the Release Provision.

11.3.2 Releasor is not acting in reliance on any representation, understanding, or agreement not expressly set forth herein. Releasor acknowledges that Bank Group has not made any representation with respect to the Release Provision except as expressly set forth herein.

11.3.3 Releasor has executed this Amendment and the Release Provision thereof as its free and voluntary act, without any duress, coercion, or undue influence exerted by or on behalf of any person.

11.3.4 Releasor is the sole owner of the claims released by the Release Provision, and Releasor has not heretofore conveyed or assigned any interest in any such claims to any other person or entity.

11.4 Releasor understands that the Release Provision was a material consideration in the agreement of Bank to enter into this Amendment.

11.5 It is the express intent of Releasor that the release and discharge set forth in the Release Provision be construed as broadly as possible in favor of Bank so as to foreclose forever the assertion by Releasor of any claims released hereby against Bank.

11.6 If any term, provision, covenant, or condition of the Release Provision is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of the provisions shall remain in full force and effect.

12. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

13. Acknowledgment/Waiver of Legal Counsel. Borrower and each Guarantor signing this Amendment represents and warrants that they have carefully read and understand the effect of this Amendment, they have had the assistance of separate counsel, or have knowingly and intentionally elected to waive counsel, in carefully reviewing, discussing and considering all terms of this Amendment, and they have voluntarily and without coercion or duress of any kind, entered into this Amendment and the documents executed in connection with this Amendment.

This Agreement is executed as of the date stated at the top of the first page.

Bank:

Bank of America, N.A.

By: Stephen Potter
Stephen Potter, Assistant Vice President

Borrower:

Data Stream Mobile Technologies, Inc.

By: ______________________
Sean P. Lee, President

CONSENT

Each of the undersigned guarantors/owners of collateral: i) consents to and joins in the above Amendment (including without limitation any Reaffirmation or Release provisions); ii) warrants and covenants to Bank that, except to the extent previously disclosed to Bank in writing, all representations and warranties previously made by it to Bank are true, complete, and accurate as of the date of this Amendment; and iii) confirms to Bank all security interests and liens heretofore granted by it to Bank.

GUARANTOR:

____
Sean P. Lee, Individually

COMPOSITE EXHIBIT "B"

Bank of America

SECURITY AGREEMENT
(Multiple Use)

1. THE SECURITY. The undersigned **Data Stream Mobile Technologies, Inc.** (the "Pledgor") hereby assigns and grants to Bank of America, N.A., its successors and assigns ("BANA"), and to Bank of America Corporation and its subsidiaries and affiliates (BANA and all such secured parties, collectively, the "Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgor (the "Collateral"):

(a) All accounts, and all chattel paper, instruments, deposit accounts, letter of credit rights, and general intangibles related thereto; and all returned or repossessed goods which, on sale or lease, resulted in an account.

(b) All inventory.

(c) All equipment and fixtures now owned or hereafter acquired by the Pledgor, (including, but not limited to, the equipment described in the attached Equipment Description, if any).

(d) All negotiable and nonnegotiable documents of title covering any Collateral.

(e) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(f) All substitutes or replacements for any Collateral, all cash or non-cash proceeds (including insurance proceeds), products, rents and profits of the Collateral, and all income, benefits and property receivable on account of the Collateral, and all supporting obligations covering any Collateral.

(g) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer software necessary to process such memory ("Books and Records").

2. INDEBTEDNESS. The obligations secured by this Agreement are the payment and performance of all obligations to the Bank under the following agreement, including any amendments, renewals or replacements thereof: **Loan Agreement dated July 7, 2017 between the Bank and Data Stream Mobile Technologies, Inc.; in the principal amount of $300,000.00, executed by Sean P. Lee and payable to the Bank.** Each party obligated under such agreement is referred to as a "Debtor." Such obligations also include all obligations to the Bank arising under any swap, derivative, foreign exchange, hedge, or other arrangement ("Swap") and any deposit, treasury management or other similar transaction or arrangement now or hereafter entered into between any Debtor and the Bank; provided, that with respect to a Pledgor, the Collateral of such Pledgor shall not secure obligations arising under any Swap to which it is not party if, and to the extent that, all or a portion of the guaranty by such Pledgor to the Bank of, or the grant by such Pledgor of a security interest to the Bank to secure, such Swap, would violate the Commodity Exchange Act (7 U.S.C. Sec. 1, et. seq.) by virtue of such Pledgor's failure to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time such guaranty or grant of such security interest becomes effective with respect to such Swap. All of the obligations secured under this Agreement are collectively referred to as the "Indebtedness".

3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) The Pledgor agrees: (i) to indemnify the Bank against all losses, claims, demands, liabilities and expenses of every kind caused by any Collateral; (ii) to permit the Bank to exercise its rights under this Agreement; (iii) to execute and deliver such documents as the Bank deems necessary to create, perfect and continue the security interests contemplated by this Agreement; (iv) not to change its name (including, for an individual, the Pledgor's name on any driver's license or special identification card issued by any state), and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered or its business structure without giving the Bank at least 30 days prior written notice; (v) not to change the places where the Pledgor keeps any Collateral or the Pledgor's Books and Records concerning the Collateral without giving the Bank prior written notice of the address to which the Pledgor is moving same; and (vi) to cooperate with the Bank in perfecting all security interests granted by this Agreement and in obtaining such agreements from third parties as the Bank deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights under this Agreement.

(b) The Pledgor agrees with regard to the Collateral, unless the Bank agrees otherwise in writing: (i) that the Bank is authorized to file financing statements in the name of the Pledgor to perfect the Bank's security interest in the Collateral; (ii) that the Bank is authorized to notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral, (iii) where applicable, to operate the Collateral in accordance with all applicable statutes, rules and regulations relating to the use and control of the Collateral, and not to use any Collateral for any unlawful purpose or in any way that would void any insurance required to be carried; (iv) not to remove the Collateral from the Pledgor's premises except in the ordinary course of the Pledgor's business; (v) to pay when due all license fees, registration fees and other charges in connection with any Collateral; (vi) not to permit any lien on the Collateral, including without limitation, liens arising from repairs to or storage of the Collateral, except in favor of the Bank; (vii) not to sell, hypothecate or dispose of, nor permit the transfer by operation of law of, any Collateral or any interest in the Collateral, except sales of inventory to buyers in the ordinary course of the Pledgor's business; (viii) to permit the Bank to inspect the Collateral at any time; (ix) to keep, in accordance with generally accepted accounting principles, complete and accurate Books and Records regarding all the Collateral, and to permit the Bank to inspect the same and make copies at any reasonable time; (x) if requested by the Bank, to receive and use reasonable diligence to collect the Collateral consisting of accounts and other rights to payment and proceeds, in trust and as the property of the Bank, and to immediately endorse as appropriate and deliver such Collateral to the Bank daily in the exact form in which they are received together with a collection report in form satisfactory to the Bank; (xi) not to commingle the Collateral, or collections with respect to the Collateral, with other property; (xii) to give only normal allowances and credits and to advise the Bank thereof immediately in writing if they affect any rights to payment or proceeds in any material respect; (xiii) from time to time, when requested by the Bank, to prepare and deliver a schedule of all the Collateral subject to this Agreement and to assign in writing and deliver to the Bank all accounts, contracts, leases and other chattel paper, instruments, and documents; (xiv) in the event the Bank elects to receive payments or rights to payment or proceeds hereunder, to pay all expenses incurred by the Bank, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and other expenses; and (xv) to provide any service and do any other acts which may be necessary to maintain, preserve and protect all the Collateral and, as appropriate and applicable, to keep all the Collateral in good and saleable condition, to deal with the Collateral in accordance with the standards and practices adhered to generally by users and manufacturers of like property, and to keep all the Collateral free and clear of all defenses, rights of offset and counterclaims.

(c) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements.

(d) The Pledgor will maintain and keep in force all risk insurance covering the Collateral against fire, theft, liability and extended coverages (including without limitation flood, windstorm coverage and hurricane coverage as applicable), to the extent that any Collateral is of a type which can be so insured. Such insurance shall be in form, amounts, coverages and basis reasonably acceptable to the Bank, shall require losses to be paid on a replacement cost basis, shall be issued by insurance companies acceptable to the Bank and include a lender loss payable endorsement and additional insured endorsement in favor of the Bank in a form acceptable to the Bank. Upon the request of the Bank, the Pledgor will deliver to the Bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance in force.

(e) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person.

4. BANK RIGHTS. The Pledgor appoints the Bank its attorney in fact to perform any of the following rights, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by the Bank's officers and employees, or any of them, whether or not the Pledgor is in default: (a) to perform any obligation of the Pledgor hereunder in the Pledgor's name or otherwise; (b) to release persons liable on the Collateral and to give receipts and acquittances and compromise disputes; (c) to release or substitute security; (d) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like documents to perfect, preserve or release the Bank's interest in the Collateral; (e) to take cash, instruments for the payment of money and other property to which the Bank is entitled; (f) to verify facts concerning the Collateral by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name; (g) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to the Collateral; (h) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by the Bank, at the Bank's sole option, toward repayment of the Indebtedness or, where appropriate, replacement of the Collateral; (i) to enter onto the Pledgor's premises in inspecting the Collateral; (j) to make withdrawals from and to close deposit accounts or other accounts with any financial institution, wherever located, into which proceeds may have been deposited, and to apply funds so withdrawn to payment of the Indebtedness; (k) to preserve or release the interest evidenced by chattel paper to which the Bank is entitled and to endorse and deliver any evidence of title; and (l) to do all acts and things and execute all documents in the name of the Pledgor or otherwise, deemed by the Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights.

5. DEFAULTS. Any one or more of the following shall be a default hereunder:

(a) The occurrence of any defined or described event of default under, or any default in the performance of or compliance with any obligation, agreement, representation, warranty, or other provision contained in (i) this Agreement, or (ii) any other contract or instrument evidencing the Indebtedness.

(b) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due.

6. BANK'S REMEDIES AFTER DEFAULT. In the event of any default, the Bank may do any one or more of the following, to the extent permitted by law:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Bank in any deposit account of the Pledgor maintained with the Bank by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.

(g) Give notice to others of the Bank's rights in the Collateral, to enforce or forebear from enforcing the same and make extension and modification agreements.

(h) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(i) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(j) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(k) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(l) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(m) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(n) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(o) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(p) Exercise all rights, powers and remedies which the Pledgor would have, but for this Agreement, with respect to all Collateral.

(q) Receive, open and read mail addressed to the Pledgor.

(r) Resort to the Collateral under this Agreement, and any other collateral related to the Indebtedness, in any order.

(s) Exercise any other remedies available to the Bank at law or in equity.

7. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be in form and substance satisfactory to the Bank.

(d) Governing Law. Except to the extent that any law of the United States may apply, this Agreement shall be governed and interpreted according to the laws of Florida (the "Governing Law State"), without regard to any choice of law, rules or principles to the contrary. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) The Pledgor shall pay to the Bank immediately upon demand the full amount of all payments, advances, and expenses, including reasonable attorneys' fees, expended or incurred by the Bank in connection with (a) the perfection and preservation of the Collateral or the Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, relating to the Pledgor, or in any way affecting any of the Collateral or the Bank's ability to exercise any of its rights or remedies with respect to the Collateral.

(h) In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, the Pledgor irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions.

(j) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by the Bank and the Pledgor.

(k) The secured parties covered by this Agreement include BANA as well as Bank of America Corporation and its subsidiaries and affiliates. Such secured parties are collectively referred to as the "Bank." If, from time to time, any of the Indebtedness covered by this Agreement includes obligations to entities other than BANA, then BANA shall act as collateral agent for itself and all such other secured parties. BANA shall have the right to apply proceeds of the Collateral against debts, obligations or liabilities constituting all or part of the Indebtedness in such order as BANA may determine in its sole discretion, unless otherwise agreed by BANA and one or more of the other secured parties.

8. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

9. Notices. Unless otherwise provided in this Agreement or in another agreement between the Bank and the Pledgor, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or to such other addresses as the Bank and the Pledgor may specify from time to time in writing. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or (ii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

10. Counterparts. This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement (or of any agreement or document required by this Agreement and any amendment to this Agreement) by telecopy or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Agreement; provided, however, that the telecopy or other electronic image shall be promptly followed by an original if required by the Bank.

11. Amendments. This Agreement may only be amended by a writing signed by the parties hereto.

Dated: July 7, 2017.

Bank:

Bank of America, N.A.

By: Melinda M Sweat
Melinda M. Sweat, Officer

Address for Notices:

Bank of America, N.A.
Doc Retention Center
NC1-001-05-13
One Independence Center
101 North Tryon St
Charlotte, NC 28255-0001

Data Stream Mobile Technologies, Inc.

By: Sean Lee
Sean P. Lee, President

Pledgor's Location:

11521 Interchange Circle South
Miramar, FL 33025

Pledgor's state of incorporation
or organization: Florida

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. E-MAIL CONTACT AT FILER (optional)
CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 10411 - BANK OF

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

59818471

FLFL

File with: Department of State, FL

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2017 Jul 18 09:53 AM

****** 201701879091 ******

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: Data Stream Mobile Technologies, Inc.					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
1c. MAILING ADDRESS: 11521 Interchange Circle South	CITY: Miramar	STATE: FL	POSTAL CODE: 33025		COUNTRY: USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Bank of America					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
3c. MAILING ADDRESS: 440 Knox Abbott Drive, SC3-210-05-01	CITY: Cayce	STATE: SC	POSTAL CODE: 29033		COUNTRY: USA

4. COLLATERAL: This financing statement covers the following collateral:

A security interest in the following described property now owned or hereafter acquired by the Pledgor (the "Collateral"):

(a) All accounts, and all chattel paper, instruments, deposit accounts, letter of credit rights, and general intangibles related thereto; and all returned or repossessed goods which, on sale or lease, resulted in an account.

(b) All inventory.

(c) All equipment and fixtures now owned or hereafter acquired by the Pledgor, (including, but not limited to, the equipment described in the attached Equipment Description, if any).

(d) All negotiable and nonnegotiable documents of title covering any Collateral.

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22.F.S. have been paid

☐ Florida documentary stamp tax is not required

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[redacted]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
Data Stream Mobile Technologies, Inc.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

(e) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(f) All substitutes or replacements for any Collateral, all cash or non-cash proceeds (including insurance proceeds), products, rents and profits of the Collateral, and all income, benefits and property receivable on account of the Collateral, and all supporting obligations covering any Collateral.

(g) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer software necessary to process such memory ("Books and Records").

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT: ☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS: 59818471-FL-0 10411 - BANK OF AMERICA SMAL Bank of America File with: Department of State, FL

STATE OF FLORIDA UNIFORM COMMERICAL CODE
FINANCING STATEMENT AMENDMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Wolters Kluwer Lien Solutions; (800)331-3282
Email ctlsweback@wolterskluwer.com

B. SEND ACKNOWLEDGEMENT TO:

Florida Secured Transaction Registry

FILED

2022 Jan 20 07:58 AM

******* 202200203535 *******

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201701879091

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. CURRENT RECORD INFORMATION - DEBTOR NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b)

2a. ORGANIZATION'S NAME
DATA STREAM MOBILE TECHNOLOGIES, INC.

2b. INDIVIDUAL'S NAME (SURNAME, FIRST PERSONAL NAME, ADDITIONAL NAME(S)/INITIAL(S), SUFFIX)

3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME
BANK OF AMERICA

3b. INDIVIDUAL'S NAME (SURNAME, FIRST PERSONAL NAME, ADDITIONAL NAME(S)/INITIAL(S), SUFFIX)

4. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. ☑ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. ☐ **ASSIGNMENT** ☐ Full or ☐ Partial : Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. ☐ **AMENDMENT** (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

☐ **CHANGE** name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.

☐ **DELETE** name: Give record name to be deleted in item 8a or 8b.

☐ **ADD** name: Complete item 9a or 9b, and 9c; also complete items 9d-9g (if applicable).

8. CURRENT RECORD INFORMATION - INSERT ONLY ONE NAME (8a OR 8b) - Do Not Abbreviate or Combine names

8a. ORGANIZATION'S NAME

8b. INDIVIDUAL'S NAME (SURNAME, FIRST PERSONAL NAME, ADDITIONAL NAME(S)/INITIAL(S), SUFFIX)

9. CHANGED (NEW) OR ADDED INFORMATION: - INSERT ONLY ONE NAME (9a OR 9b) - Do Not Abbreviate or Combine names

9a. ORGANIZATION'S NAME

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

9c. MAILING ADDRESS Line One

This space not available.

EXHIBIT

"C"

Bank of America

BORROWER:
Data Stream Mobile Technologies, Inc.

GUARANTOR:
Sean P. Lee

CONTINUING AND UNCONDITIONAL GUARANTY

1. The Guaranty. For valuable consideration, the undersigned, (whether one or more than one "Guarantor") hereby unconditionally guarantees and promises to pay promptly to Bank of America, N.A., its subsidiaries and affiliates (collectively, "Bank"), or order, in lawful money of the United States, any and all Indebtedness of **Data Stream Mobile Technologies, Inc.** ("Borrower") to Bank when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter. The liability of Guarantor under this Guaranty is not limited as to the principal amount of the Indebtedness guaranteed and includes, without limitation, liability for all interest, fees, indemnities, and other costs and expenses relating to or arising out of the Indebtedness and for all swap, derivative, foreign exchange or hedge or other similar transaction or arrangement ("Swap Obligations") now or hereafter owing from Borrower to Bank. No Guarantor will be deemed to be a guarantor of any Swap Obligation to the extent that such Guarantor is not an Eligible Contract Participant at the time such guaranty becomes effective with respect to such Swap Obligations as set forth in the Commodities Exchange Act (7 U.S.C., Sec. 1, et. seq.). The liability of Guarantor is continuing and relates to any Indebtedness, including that arising under successive transactions which shall either continue the Indebtedness or from time to time renew it after it has been satisfied. This Guaranty is cumulative and does not supersede any other outstanding guaranties, and the liability of Guarantor under this Guaranty is exclusive of Guarantor's liability under any other guaranties signed by Guarantor. If multiple individuals or entities sign this Guaranty, their obligations under this Guaranty shall be joint and several. "Indebtedness" shall mean and includes any and all advances, debts, obligations and liabilities of Borrower, or any of them, previously, now or later made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including Swap Obligations and obligations under any deposit, treasury management or other similar transaction or arrangement, and whether any of the Borrowers may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or later becomes unenforceable.

2. Obligations Independent. The obligations under this Guaranty are independent of the obligations of Borrower or any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Borrower or any other guarantor or whether Borrower or any other guarantor be joined in any such action or actions.

3. Rights of Bank. Guarantor authorizes Bank, without notice or demand and without affecting its liability hereunder, from time to time to:

(a) renew, compromise, extend, accelerate, or otherwise change the time for payment, or otherwise change the terms, of the Indebtedness or any part thereof, including increase or decrease of the rate of interest, or otherwise change the terms of any Bank Agreements;

(b) receive and hold security for the payment of this Guaranty or any Indebtedness and exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any such security;

(c) apply such security and direct the order or manner of sale thereof as Bank in its discretion may determine;

(d) release or substitute any Guarantor or any one or more of any endorsers or other guarantors of any of the Indebtedness; and

(e) permit the Indebtedness to exceed Guarantor's liability under this Guaranty, and Guarantor agrees that any amounts received by Bank from any source other than Guarantor shall be deemed to be applied first to any portion of the Indebtedness not guaranteed by Guarantor.

4. Guaranty to be Absolute. Guarantor agrees that until the Indebtedness has been paid in full in immediately available funds and any commitments of Bank or facilities provided by Bank with respect to the Indebtedness have been terminated, Guarantor shall not be released by or because of the taking, or failure to take, any action that might in any manner vary, discharge or otherwise reduce, limit, or modify Guarantor's obligations under this Guaranty. Guarantor waives and surrenders any defense to any liability under this Guaranty based upon any such action, including but not limited to any action of Bank described in the immediately preceding paragraph of this Guaranty. It is the express intent of Guarantor that Guarantor's obligations under this Guaranty are and shall be absolute and unconditional. This is a guaranty of payment and not merely a guaranty of collection. If this Guaranty is revoked, returned, or canceled, and subsequently any payment or transfer of any interest in property by Borrower to Bank is rescinded or must be returned by Bank to Borrower, this Guaranty shall be reinstated with respect to any such payment or transfer, regardless of any such prior revocation, return, or cancellation; and any guaranty of any indemnities, shall survive any termination of this Guaranty. In the event of the death of a Guarantor, the liability of the estate of the deceased Guarantor shall continue in full force and effect as to (i) the Indebtedness existing at the date of death, and any renewals or extensions, and (ii) loans or advances made to or for the account of Borrower after the date of the death of the deceased Guarantor pursuant to a commitment made by Bank to Borrower prior to the date of such death. As to all surviving Guarantors, this Guaranty shall continue in full force and effect after the death of a Guarantor, not only as to the Indebtedness existing at that time, but also as to the Indebtedness later incurred by Borrower to Bank. In the event that acceleration of the time for payment of any of the Indebtedness is stayed upon the insolvency, bankruptcy, or reorganization of Borrower or otherwise, all such Indebtedness guaranteed by Guarantor shall nonetheless be payable by Guarantor immediately if requested by Bank.

5. Guarantor's Waivers of Certain Rights and Certain Defenses. Guarantor waives:

(a) any right to require Bank to:

(i) proceed against Borrower or any other person;

(ii) marshal assets or proceed against or exhaust any security held from any of the Borrowers or any other person;

(iii) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from Borrower or any other person;

(iv) take any other action or pursue any other remedy in Bank's power; or

(v) make any presentment or demand for performance, or give any notice of nonperformance, acceleration, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Bank as security for or which constitute in whole or in part the Indebtedness guaranteed hereunder, or in connection with the creation of new or additional Indebtedness, or give any notice of acceptance of this Guaranty, or notices of any fact that might increase Guarantor's risk.

(b) any defense to its obligations under this Guaranty based upon or arising by reason of:

(i) any disability or other defense of Borrower or any other person;

(ii) the cessation or limitation from any cause whatsoever, other than payment in full, of the Indebtedness of Borrower or any other person;

(iii) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf Borrower which is a corporation, partnership or other type of entity, or any defect in the formation of Borrower;

(iv) the application by Borrower of the proceeds of any Indebtedness for purposes other than the purposes represented by Borrower to, or intended or understood by, Bank or Guarantor;

(v) any act or omission by Bank which directly or indirectly results in or aids the discharge of Borrower or any portion of the Indebtedness by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Bank against Borrower;

(vi) any impairment of the value of any interest in any security for the Indebtedness, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security;

(vii) any modification of the Indebtedness, in any form whatsoever, including any modification made after revocation hereof to any Indebtedness incurred prior to such revocation, and including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, the Indebtedness, including increase or decrease of the rate of interest;

(viii) any requirement that Bank give any notice of acceptance of this Guaranty;

(ix) any defense based on any claim that Guarantor's obligations exceed or are more burdensome than those of Borrower;

(x) the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty; or

(xi) any election of remedies by Bank, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Indebtedness, destroys Guarantor's rights of subrogation or Guarantor's rights to proceed against Borrower for reimbursement.

(c) until the Indebtedness has been paid in full and any commitments of Bank or facilities provided by Bank with respect to the Indebtedness have been terminated, even though the Indebtedness may be in excess of Guarantor's liability hereunder, to the extent permitted by applicable law, any right of subrogation, reimbursement, indemnification, and contribution (contractual, statutory, or otherwise).

No provision or waiver in this Guaranty shall be construed as limiting the generality of any other waiver contained in this Guaranty.

6. Lien and Setoff. Guarantor grants to Bank a continuing lien, security interest, and right of setoff as security for all of Guarantor's liabilities and obligations to Bank, whether now existing or later arising, upon and against all the deposits, credits, collateral and property of Guarantor (other than clients' trust and other fiduciary accounts or escrows) now or hereafter in the possession, custody, or control of Bank or any entity under the control of Bank of America Corporation and its successors and assigns or in transit to any of them. At any time, without further demand or notice (any such notice being expressly waived by Guarantor), Bank may set off the same or any part thereof and apply the same to any liability or obligation of Guarantor even though unmatured and regardless of the adequacy of any other collateral securing this Guaranty. **TO THE EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO REQUIRE BANK TO EXERCISE ITS REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LIABILITIES PRIOR TO EXERCISING ITS RIGHT OF SET OFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF GUARANTOR, ARE VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVED.**

7. Subordination. Any obligations of Borrower to Guarantor, now or hereafter existing, including but not limited to any obligations to Guarantor as subrogee of Bank or resulting from Guarantor's performance under this Guaranty, are hereby subordinated to the Indebtedness. Guarantor agrees that, if Bank so requests, Guarantor shall not demand, take, or receive from Borrower, by setoff or in any other manner, payment of any

other obligations of Borrower to Guarantor until the Indebtedness has been paid in full and any commitments of Bank or facilities provided by Bank with respect to the Indebtedness have been terminated. If any payments are received by Guarantor in violation of such waiver or agreement, such payments shall be received by Guarantor as trustee for Bank and shall be paid over to Bank on account of the Indebtedness, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty. Any security interest, lien, or other encumbrance that Guarantor may now or hereafter have on any property of Borrower is hereby subordinated to any security interest, lien, or other encumbrance that Bank may have on any such property.

8. Revocation of Guaranty.

(a) This Guaranty may be revoked at any time by Guarantor in respect to future transactions. Such revocation shall be effective upon actual receipt by Bank, at the address shown below or at such other address as may have been provided to Guarantor by Bank, of written notice of revocation. Revocation shall not affect any of Guarantor's obligations or Bank's rights with respect to transactions committed or entered into prior to Bank's receipt of such notice, nor shall it affect Guarantor's obligations with respect to any indemnities, executed prior to Bank's receipt of such notice.

(b) Guarantor acknowledges and agrees that this Guaranty may be revoked only in accordance with the foregoing provisions of this paragraph and shall not be revoked simply as a result of any change in name, location, ownership or composition or structure of Borrower, or the dissolution of Borrower.

9. Extent of Guaranty. If Guarantor is a subsidiary or affiliate of Borrower, in addition to the limitations on Guarantor's liability set forth above in Paragraph 1, Guarantor's liability hereunder shall not exceed at any one time the largest amount during the period commencing with Guarantor's execution of this Guaranty and thereafter that would not render Guarantor's obligations hereunder subject to avoidance under Section 548 of the Bankruptcy Code (Title 11, United States Code) or any comparable provisions of any applicable state law.

10. Taxes.

(a) Guarantor represents and warrants that it is organized and resident in the United States of America. All payments by Guarantor hereunder shall be paid in full, without setoff or counterclaim or any deduction or withholding whatsoever, including, without limitation, for any and all present and future taxes. If Guarantor must make a payment under this Guaranty, Guarantor represents and warrants that it will make the payment from one of its U.S. resident offices to Bank so that no withholding tax is imposed on the payment. Notwithstanding the foregoing, if Guarantor makes a payment under this Guaranty to which withholding tax applies or if any taxes (other than taxes on net income (i) imposed by the country or any subdivision of the country in which Bank's principal office or actual lending office is located and (ii) measured by the United States taxable income Bank would have received if all payments under or in respect of this Guaranty were exempt from taxes levied by Guarantor's country) are at any time imposed on any payments under or in respect of this Guaranty including, but not limited to, payments made pursuant to this paragraph, Guarantor shall pay all such taxes to the relevant authority in accordance with applicable law such that Bank receives the sum it would have received had no such deduction or withholding been made (or, if Guarantor cannot legally comply with the foregoing, Guarantor shall pay to Bank such additional amounts as will result in Bank receiving the sum it would have received had no such deduction or withholding been made). Further, Guarantor shall also pay to Bank, on demand, all additional amounts that Bank specifies as necessary to preserve the after-tax yield Bank would have received if such taxes had not been imposed.

(b) Guarantor shall promptly provide Bank with an original receipt or certified copy issued by the relevant authority evidencing the payment of any such amount required to be deducted or withheld.

11. Information Relating to Borrower. Guarantor acknowledges and agrees that it has made such independent examination, review, and investigation of the Bank Agreements as Guarantor deems necessary and appropriate, and shall have sole responsibility to obtain from Borrower any information required by Guarantor about any modifications to the Bank Agreements. Guarantor further acknowledges that Bank has no duty, and Guarantor is not relying on Bank, at any time to disclose to Guarantor any information relating to the business operations or financial condition of Borrower. "Bank Agreements" shall mean all agreements, documents, and instruments evidencing any of the Indebtedness, including but not limited to all loan agreements between

Borrower and Bank and promissory notes from Borrower in favor of Bank, and all deeds of trust, mortgages, security agreements, and other agreements, documents, and instruments executed by Borrower in connection with the Indebtedness, all as now in effect and as hereafter amended, restated, renewed, or superseded.

12. Borrower's Authorization. Where Borrower is a corporation, partnership, or limited liability company, it is not necessary for Bank to inquire into the powers of Borrower or of the officers, directors, partners, members, managers, or agents acting or purporting to act on its behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty, subject to any limitations on Guarantor's liability set forth in this Guaranty.

13. Guarantor Information; Reporting to Credit Bureaus. Guarantor authorizes Bank to verify or check any information given by Guarantor to Bank, check Guarantor's credit references, verify employment, and obtain credit reports. Guarantor shall provide such financial statements and other financial information about Guarantor as Bank may request from time to time. Guarantor agrees that Bank shall have the right at all times to disclose and report to credit reporting agencies and credit rating agencies such information pertaining to the Indebtedness and/or Guarantor as is consistent with Bank's policies and practices from time to time in effect. Guarantor acknowledges and agrees that the authorizations provided in this paragraph apply to any individual general partner of Guarantor and to Guarantor's spouse and any such general partner's spouse if Guarantor or such general partner is married and lives in a community property state.

14. Change of Status. Any Guarantor that is a business entity shall not enter into any consolidation, merger, or other combination unless Guarantor is the surviving business entity. Further, Guarantor shall not change its legal structure unless (a) Guarantor obtains the prior written consent of Bank and (b) all obligations of Guarantor under this Guaranty are assumed by the new business entity.

15. Remedies. If Guarantor fails to fulfill its duty to pay all Indebtedness guaranteed hereunder or shall breach or fail to comply with any term or provision of this Guaranty, Bank shall have all of the remedies of a creditor and, to the extent applicable, of a secured party, under all applicable law. Without limiting the foregoing to the extent permitted by law, Bank may, at its option and without notice or demand:

(a) declare any Indebtedness due and payable at once;

(b) take possession of any collateral pledged by Borrower or Guarantor, wherever located, and sell, resell, assign, transfer, and deliver all or any part of the collateral at any public or private sale or otherwise dispose of any or all of the collateral in its then condition, for cash or on credit or for future delivery, and in connection therewith Bank may impose reasonable conditions upon any such sale. Further, Bank, unless prohibited by law the provisions of which cannot be waived, may purchase all or any part of the collateral to be sold, free from and discharged of all trusts, claims, rights of redemption and equities of Borrower or Guarantor whatsoever. Guarantor acknowledges and agrees that the sale of any collateral through any nationally recognized broker-dealer, investment banker, or any other method common in the securities industry shall be deemed a commercially reasonable sale under the Uniform Commercial Code or any other equivalent statute or federal law, and expressly waives notice thereof except as provided in this Guaranty; and

(c) set off and apply any and all deposit accounts of Guarantor held by Bank or its affiliates against any and all obligations of Guarantor owing to Bank. The set-off may be made irrespective of whether or not Bank shall have made demand under this Guaranty, and although such obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit accounts and without regard for the availability or adequacy of other collateral. If exercised by Bank, Bank shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon the occurrence of such default although made or entered on the books after such default.

16. Notices. All notices required under this Guaranty shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Guaranty, or sent by facsimile to the fax numbers listed on the signature page, or to such other addresses as Guarantor may specify from time to time in writing. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when

delivered.

17. Successors and Assigns. This Guaranty (a) binds Guarantor and Guarantor's executors, administrators, successors, and assigns, provided that Guarantor may not assign its rights or obligations under this Guaranty without the prior written consent of Bank, and (b) inures to the benefit of Bank and Bank's Indorsees, successors, and assigns. Bank may, without notice to Guarantor and without affecting Guarantor's obligations, sell participations in, or assign the Indebtedness and this Guaranty, in whole or in part and may exchange information about Guarantor to any actual or potential participants or assignees.

18. Amendments, Waivers, and Severability. No provision of this Guaranty may be amended or waived except in writing. No failure by Bank to exercise, and no delay in exercising, any of its rights, remedies, or powers shall operate as a waiver of such rights, remedies or powers, and no single or partial exercise of any such right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The unenforceability or invalidity of any provision of this Guaranty shall not affect the enforceability or validity of any other provision of this Guaranty.

19. Costs and Expenses. Guarantor agrees to pay all reasonable attorneys' fees and all other costs and expenses that may be incurred by Bank (a) in the enforcement of this Guaranty or (b) in the preservation, protection, or enforcement of any rights of Bank in any case commenced by or against Guarantor under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute.

20. Representations and Warranties. When Guarantor signs this Guaranty, and until the Indebtedness is repaid in full and any commitments or facilities provided by Bank with respect to the Indebtedness have been terminated, Guarantor makes the following representations and warranties:

(a) All financial and other information that has been or will be supplied to Bank is sufficiently complete to give Bank accurate knowledge of Guarantor's financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to Bank, there has been no material adverse change in the business condition (financial or otherwise), operations, properties or prospects of Guarantor. If Guarantor is comprised of the trustees of a trust, the foregoing representations shall also pertain to the trustor(s) of the trust.

(b) There is no lawsuit, tax claim or other dispute pending or threatened against Guarantor which, if lost, would impair Guarantor's financial condition or ability to repay the Indebtedness, except as have been disclosed in writing to Bank.

(c) Guarantor is not in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation, except as have been disclosed in writing to Bank.

(d) Guarantor has no knowledge of any pending assessments or adjustments of its income tax for any year and all taxes due have been paid, except as have been disclosed in writing to Bank.

(e) There is no event which is, or with notice or lapse of time or both would be, a default by Guarantor under this Guaranty or under any other instrument or agreement executed in connection with the Indebtedness or this Guaranty.

(f) Guarantor will not be rendered insolvent by the execution, delivery, and performance of its obligations under this Guaranty.

(g) Guarantor, if a natural person, has obtained any spousal or other consents or waivers which may be required by applicable law.

(h) All collateral pledged by Guarantor to secure the Indebtedness or this Guaranty is owned by Guarantor free of any title defects or any liens or interests of others, except those which have been approved by Bank in writing.

21. Governing Law. Except to the extent that any law of the United States may apply, this

Guaranty shall be governed and interpreted according to the laws of Florida (the "Governing Law State"), without regard to any choice of law, rules or principles to the contrary. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of Bank under federal law.

22. Venue and Jurisdiction. Guarantor agrees that any action or suit against Bank arising out of or relating to this Guaranty shall be filed in federal court or state court located in the Governing Law State. Guarantor agrees that Bank shall not be deemed to have waived its rights to enforce this section by filing an action or suit against Guarantor in a venue outside of the Governing Law State. If Bank does commence an action or suit arising out of or relating to this Guaranty, Guarantor agrees that the case may be filed in federal court or state court in the Governing Law State. Bank reserves the right to commence an action or suit in any other jurisdiction where Borrower, any Guarantor, or any collateral has any presence or is located. Guarantor consents to personal jurisdiction and venue in such forum selected by Bank and waives any right to contest jurisdiction and venue and the convenience of any such forum. The provisions of this section are material inducements to Bank's acceptance of this Guaranty.

23. **Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS GUARANTY AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.**

24. Waiver of Class Actions. The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank of America, N.A., its subsidiaries and affiliates, on the one hand, and the parties to this Guaranty, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. **THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.**

25. Counterparts. This Guaranty may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement. Delivery of an executed counterpart of this Guaranty (or of any agreement or document required by this Guaranty and any amendment to this Guaranty) by telecopy or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Guaranty; provided, however, that the telecopy or other electronic image shall be promptly followed by an original if required by the Bank.

26. Application of Singular and Plural. In all cases where there is but a single Borrower, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Borrower, or when this Guaranty is executed by more than one Guarantor, the word "Borrower" or "Borrowers" and the word "Guarantor" respectively shall mean all or any one or more of them as the context requires.

27. Final Agreement. This Agreement and any related security agreements or other agreements required by this Agreement constitute the entire agreement between Guarantor and Bank with respect to the subject matter of this Guaranty and with respect to the credit facilities provided by Bank to Borrower and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail.

Executed this July 7, 2017.

Sean P. Lee, Individually

Address for notices to Bank:

Doc Retention Center
NC1-001-05-13
One Independence Center
101 North Tryon St
Charlotte, NC 28255-0001

Address for notices to Guarantor:

Sean P. Lee
18833 SW 55th Street
Miramar, FL 33029

Federal law requires Bank of America, N.A. (the "Bank") to provide the following two notices. The notices are not part of the foregoing agreement or instrument and may not be altered. Please read the notices carefully.

These notices apply only to individual Borrowers or Guarantors and individuals who are pledging collateral, granting a lien on real property or are otherwise obligated to the Bank (Obligors):

(1) AFFILIATE SHARING NOTICE

From time to time the Bank may share information about the Obligor's experience with Bank of America Corporation (or any successor company) and its subsidiaries and affiliated companies (the "Affiliates"), including, but not limited to, the Bank of America Companies listed in notice #2 below. The Bank may also share with the Affiliates credit-related information contained in any applications, from credit reports and information it may obtain about the Obligor from outside sources.

If the Obligor is an individual, the Obligor may instruct the Bank not to share this information with the Affiliates. The Obligor can make this election by (1) visiting the Bank online at bankofamerica.com/privacy or (2) calling the Bank toll-free at 888.341.5000. To help the Bank complete the Obligor's request, the Obligor should include the Obligor's name, address, phone number, account number(s) and social security number.

If the Obligor makes this election, certain products or services may not be made available to the Obligor. This request will apply to information from applications, consumer reports and other outside sources only. Through the normal course of doing business, including servicing the Obligor's accounts and better serving the Obligor's financial needs, the Bank will continue to share transaction and account experience information, as well as other general information among the Affiliates.

(2) AFFILIATE MARKETING NOTICE – YOUR CHOICE TO LIMIT MARKETING

- The Bank of America companies listed below are providing this notice #2.
- Federal law gives you the right to limit some but not all marketing from all the Bank of America affiliated companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from all the Bank of America affiliated companies.
- You may limit all the Bank of America affiliated companies, such as the banking, loan, credit card, insurance and securities companies, from marketing their products or services to you based upon your personal

information that they receive from other Bank of America companies. This information includes your income, your account history, and your credit score.

- Your choice to limit marketing offers from all the Bank of America affiliated companies will apply for at least 5 years from when you tell us your choice. Before your choice to limit marketing expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from all the Bank of America affiliated companies for at least another 5 years.

- You may tell us your choice to limit marketing offers and you may tell us the choices for other customers who are joint account holders with you.

- This limitation will not apply in certain circumstances, such as when you have an account or service relationship with the Bank of America company that is marketing to you.

- For individuals with business purpose accounts, this limitation will only apply to marketing to individuals and not marketing to a business.

To limit marketing offers, contact us at 888.341.5000

Bank of America Companies:

This notice applies to all Bank of America entities that utilize the names:

Bank of America
Banc of America
U.S. Trust
Merrill Lynch

These entities include banks and trust companies; credit card companies; brokerage and investment companies; insurance and annuities companies; and real estate companies.

In addition, this notice applies to the following Bank of America companies:

Managed Account Advisors LLC
General Fidelity Life Insurance Company
NationsCredit Financial Services Corporation
BAL Corporate Aviation, LLC
BAL Energy Holding, LLC
BAL Energy Management II, LLC
BAL Investment & Advisory, Inc.

EXHIBIT

"D"

LAW OFFICES
LIEBLER, GONZALEZ & PORTUONDO

COURTHOUSE TOWER
44 WEST FLAGLER STREET
TWENTY-FIFTH FLOOR
MIAMI, FLORIDA 33130

REID ALAN SCHAEFFER, ESQ.
E-MAIL RAS@LGPLAW.COM

TELEPHONE: (305) 379-0400
FACSIMILE: (305) 379-9626

April 28, 2022

CERTIFIED MAIL RETURN RECEIPT REQUESTED & U.S. MAIL

Data Stream Mobile Technologies Inc.
c/o its Registered Agent, Sean P. Lee
1535 South Perimeter Road - Hanger #36B
Fort Lauderdale, FL 33309-7105
Tracking Number: 70162140000075706716

Data Stream Mobile Technologies Inc.
2001 N. State Road 7, Unit D
Margate, FL 33063
Tracking Number: 70162140000075706723

Re: Notice of Continued Default and Maturity under that certain Loan Agreement dated July 7, 2017, executed by Data Stream Mobile Technologies, Inc. ("Data Stream"), in favor of Bank of America, N.A., in the original amount of $300,000.00 and subsequently increased to $700,000.00, as amended and modified (collectively, the "Loan Agreement"); personally and individually guaranteed by Sean P. Lee ("Lee" or "Guarantor"); and secured by those certain personal property and business assets of Data Stream ("Collateral"). (Our File No. 642-2903)

To Whom it May Concern:

We are legal counsel to Bank of America, N.A. (the "Bank" or "Bank of America") in connection with the Loan Agreement and related financing obligations described above. Our client is the present owner and holder of the above-described financing obligations.

On December 29, 2021, Bank of America served Data Stream with formal notice that Data Stream defaulted under the terms of the Loan Agreement due to its failure to pay the full outstanding indebtedness due and owing under the Loan Agreement upon the November 15, 2021 maturity date ("December 29th Notice"). Thereafter, on January 24, 2022, Bank of America served Data Stream with additional formal notice of its default under the Loan Agreement due to its failure to make payment in full upon maturity and demanded payment of the full amount of the indebtedness due and owing under the Loan Agreement ("January 24th Notice"). Enclosed are copies of the December 29th Notice and January 24th Notice for reference. Despite these notices, Data Stream has failed to make payment of the full amount of the indebtedness due and owing under the Loan Agreement.

This letter shall serve as further notice that Data Stream remains in default under the terms of the Loan Agreement by, without limitation, failing to pay the full amount of the indebtedness due and owing under the Loan Agreement upon the November 15, 2021 maturity date.

As a result of the above-referenced defaults, the Bank makes further demand on Data Stream for payment of the full amount of the outstanding indebtedness due and owing under Loan Agreement. Additionally, pursuant to the terms of the Loan Agreement, the Bank has also invoked the Default Rate of Interest on the outstanding indebtedness, and has the immediate right to commence legal proceedings against Data Stream and Guarantor to enforce its rights under the Loan Agreement and related financing documents.

This Notice is sent to you as a courtesy and is not an admission that any written notice is otherwise due, nor is it an election of remedies or a waiver of the Bank's right to exercise any prejudgment or self-help rights or remedies which may now or hereafter be available to Bank of America pursuant to the terms of the Loan Agreement or the related financing documents, or that are otherwise available at law or in equity. No delay by the Bank in exercising any rights or remedies shall operate as a waiver of any rights or remedies the Bank may have. Any and all rights and remedies available to the Bank shall be cumulative and may be exercised separately, successively or concurrently at the sole discretion of Bank of America.

FURTHER DEMAND IS HEREBY MADE on Data Stream for immediate payment of all sums due under the Loan Agreement and related financing documents. The approximate principal amount of $511,119.79 is currently due under the Loan Agreement, plus accrued interest, penalties, costs, and attorneys' fees. Failure to make payment of the full amount within seven (7) days from the date of this letter may result in the filing of a legal action to enforce the Bank's rights without further notice. Under the terms of the Loan Agreement and related financing documents, should the Bank be required to take legal action, Data Stream and Guarantor, will be responsible for all costs and expenses incurred by the Bank, including costs and attorneys' fees.

Furthermore, the acceptance by the Bank of any payments under the Loan Agreement, to the extent that such payments do not represent full payment of all amounts due under the Loan Agreement, including all principal, accrued and unpaid interest, late fees, attorneys' fees or other reimbursable expenses, shall not constitute a waiver by the Bank of any defaults and maturity which may exist under the Loan Agreement. Any such future payments made will be applied to the total outstanding debt, without prejudice to its creditors' rights.

A copy hereof has been contemporaneously sent to the Guarantor of the debts and obligations of Data Stream, at the address listed below. Please contact the undersigned attorneys at 305-379-0400 to obtain exact payoff figures and make payment arrangements or to further discuss.

Sincerely,

/s/ <u>*Reid A. Schaeffer*</u>
REID A. SCHAEFFER
CASSANDRA M. CAPOTE

cc: Bank of America, N.A., *via e-mail*

Sean P. Lee (*Guarantor*)
18833 SW 55th Street
Miramar, FL 33029
Tracking Number: 70162140000075706730
via Certified Mail Return Receipt Requested & U.S. Mail

Bank of America

NC-007-31-05
100 N TRYON ST
CHARLOTTE, NC 28255-0001

December 29, 2021

Data Stream Mobile Technologies Inc.
Attention: Sean Lee
11521 Interchange Cir S
Miramar, FL 33025-6010

RE: Data Stream Mobile Technologies Inc. ("Borrower")
Line/Loan No.: ending in 1573 (the "Loan")

Dear Mr. Lee:

Bank of America, N.A. (the "Bank") is the owner and holder of the documents evidencing or securing the above-referenced Loan (collectively, the "Loan Documents"). All indebtedness evidenced by or otherwise due under the Loan Documents shall be referred to hereinafter as the "Indebtedness".

You are hereby advised that Borrower is in default of the Loan Documents. Specifically,

Pursuant to the Loan Agreement dated July 7, 2017, Paragraph 8.1, **Failure to Pay**, the Loan matured by its terms on November 15, 2021 and as of the date hereof has not been repaid.

As of December 29, 2021, the Indebtedness includes, without limitation, the following:

Principal	Accrued Interest	Total
$611,119.79	$10,531.35	$621,651.44

Interest continues to accrue on unpaid principal at the rate of $142.32 per day. The foregoing may include interest calculated at the contract rate, rather than the post-default rate of interest provided in the Loan Documents. However, the Bank does not waive its right to demand and collect interest at the default rate provided in the Loan Documents or to collect such other late fees, attorneys' fees and other fees and/or reimbursable expenses that are or may become due under the Loan Documents prior to the time the Indebtedness is repaid in full.

From this date forward, all official or other notices to the Bank concerning the Loan and the Loan Documents are to be sent to the following address:

Bank of America, N.A.
Attention: Lilly Kates
NC-007-31-05
Charlotte, NC 28255-0001

The Bank is continuing to review its available options as a result of the foregoing default. Accordingly, all rights and remedies available to the Bank under the Loan Documents or applicable law as a result of the foregoing default are hereby expressly reserved. Furthermore, no delay in exercising any such rights or remedies shall constitute a waiver of the foregoing default or any other events of default that may now or hereafter exist, and each such right and remedy shall be cumulative and may be exercised separately, successively or concurrently at the sole discretion of the Bank.

The acceptance by the Bank of any future payments to the extent they do not represent full payment of the entire Indebtedness, including without limitation all accrued and unpaid interest, late fees, attorney's fees or other fees and/or reimbursable expenses then due under the Loan Documents, shall not constitute a waiver by the Bank of any defaults which may now or hereafter exist under the Loan Documents.

Should you have any questions concerning this matter, please contact the undersigned at 980-229-6055, between the hours of 9:00am- 5:00pm EST, Monday – Friday.

Bank of America, N.A.

By: Lilly Kates
Lilly Kates
Officer

cc:

Sean Lee
11521 Interchange Cir S
Miramar, FL 33025-6010

Bank of America

NC-007-31-05
100 N TRYON ST
CHARLOTTE, NC 28255-0001

January 24, 2022

Data Stream Mobile Technologies Inc.
Attention: Sean Lee
1535 S Perimeter Rd Hanger 36B
Fort Lauderdale FL 33309-7105

RE: Data Stream Mobile Technologies Inc. ("Borrower")
Line/Loan No.: ending in 1573 (the "Loan")

Dear Mr. Lee:

Bank of America, N.A. (the "Bank") is the owner and holder of the documents evidencing or securing the above-referenced Loans (collectively, the "Loan Documents"). All indebtedness evidenced by or otherwise due under the Loan Documents shall be referred to hereinafter as the "Indebtedness".

The Borrower is in default under the Loan Documents as follows:

Pursuant to the Loan Agreement dated July 7, 2017, Paragraph 8.1, **Failure to Pay**, the Loan matured by its terms on November 15, 2021 and as of the date hereof has not been repaid.

Accordingly, the Bank hereby demands payment of the full amount of the indebtedness in accordance with terms of the Loan Documents.

As of **January 24, 2022**, the Indebtedness includes, without limitation, the following:

	Principal	Accrued Interest	Other Fees	Total
Loan	$611,119.79	$14,373.88	$15.00	$625,508.67

Interest continues to accrue on the unpaid principal Indebtedness at the rate of $142.32 per day for the Loan. The amounts above may include interested calculated only at the contract rate of interest payable under the Loan Documents, rather than any default rate the Bank may charge there under; however, the Bank does not waive its rights under the Loan Documents to demand and collect interest at the default rate as may be permitted under the Loan Documents, or to collect late fees, attorneys' fees or other reimbursable expenses the Bank is allowed to collect pursuant to the terms of the Loan Documents.

Please be advised that if the Indebtedness plus any additional sums that are then due under the Loan Documents have not been paid or received by me at the address below by 5:00 PM February 4, 2022, the Bank may elect to pursue its remedies under the Loan Documents, to and including, but not limited to, the initiation of legal proceedings.

This notice is sent to you as a courtesy and is not an admission that any written notice is otherwise due you, nor is it an election of remedies or a waiver of the Bank's right to exercise any prejudgment or self-help rights or remedies which may now or hereafter be available to the Bank pursuant to the terms of the Loan Documents, or that are otherwise available at law or in equity. No delay by the Bank in exercising any rights or remedies shall operate as a waiver of any rights or remedies the Bank may have. Any and all rights and remedies available to the Bank shall be cumulative and may be exercised separately, successively or concurrently at the sole discretion of the Bank.

Furthermore, the acceptance by the Bank of any future payments to the extent they do not represent timely or full payment of all amounts then due under the Loan Documents, including all accrued and unpaid interest, late fees, attorney's fees or other reimbursable expenses, shall not constitute a waiver by the Bank of any defaults which may exist under the Loan Documents executing in connection with the Loan Documents.

From this date forward, all official or other notices to the Bank concerning the Loan Documents are to be sent to the following address:

Bank of America
NC1-007-31-05
101 N Tryon Street
Charlotte, NC 28255-0001
Attention: Lilly Kates

Please contact the undersigned at (980) 229-6055 to discuss the resolution of this Indebtedness.

Sincerely,
Lilly Kates
Lilly Kates
Officer