

LDX LISTING AGREEMENT

The user (the “Seller”), in consideration of the listing of the securities covered by this agreement, hereby agrees with Lampert Debt Xchange (“LDX”), as follows:

1. The Seller certifies that it understands and agrees to comply with all LDX terms and conditions and rules, including, without limitation, the provisions of this Agreement and the LDX Site User Agreement, in each case as they may be amended from time to time, and pay all applicable listing fees when due.
2. The Seller agrees to promptly notify LDX in writing of any action or other event that causes or will cause Seller to cease to be in compliance with the LDX listing requirements.
3. The Seller understands that LDX may remove its securities from listing, if it fails to meet one or more requirements of Paragraphs 1-2.
4. The Seller may from time to time use its account with LDX to list securities that it intends to sell (the “Listed Securities”). All Listed Securities must meet the eligibility requirements for listing. (For a list of eligible securities please click here). Seller may add or remove Listed Securities at any time or from time to time. All Listed Securities shall be subject to the terms of this Agreement.
5. Seller hereby represents and warrants that:
 - a. Seller has full power and authority to enter into this Agreement and to sell the Listed Securities, to carry out its obligations pursuant to this Agreement and to list the Listed Securities for sale. The execution, delivery and performance by Seller of this Agreement and the listing the Listed Securities for sale have been duly authorized by all requisite action on the part of Seller and no other consents are required.
 - b. Seller owns all of the Listed Securities. Seller has full power and authority to enter into this Agreement and to list the Listed securities for sale, and to carry out its obligations pursuant to this Agreement.
 - c. The execution, delivery and performance by the Seller of this Agreement do not and will not: (i) violate or conflict with any organizational documents of Seller; (ii) violate or conflict with any laws and regulations applicable to Seller or the Listed Securities; (iii) require the consent, notice or other action by any person under, conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract to which the Seller is a party or to which any of the Listed Securities are subject; or (iv) result in the creation or imposition of any claims on the Listed Securities.
 - d. The Listed Securities meet the eligibility requirements established by LDX.
6. The Seller will promptly notify LDX of all facts relating to the purchase, direct or indirect, of any of its Listed Securities by any user of the Site and provide LDX with copies of any and all transaction documents. .
7. The Seller will furnish to LDX on demand such information concerning the Seller, the Listed Securities and any potential transaction with respect to the Listed Securities as LDX may reasonably require.
8. In connection with the closing of any transaction in the Listed Securities the Seller will pay to an affiliate of LDX a transaction fee in accordance with the fee schedule established by LDX and posted on the Site, which is incorporated herein by reference. (To review the fee schedule, click here). The fee schedule may be updated from time to time. All fees will be in cash on the closing date of the sale of any Listed Securities.
9. The Seller will comply with all applicable laws, including without limitation, any foreign, federal, state or local securities laws, in connection with its use of the Site, the listing of the Listed Securities and any transaction involving the Listed Securities..
10. In no event will LDX be liable to Seller for any trading losses, loss of profits, indirect, special, punitive, consequential, or incidental loss or damage, relating to the listing of securities or transactions in Listed Securities or any liability for any actions of any third party .
11. LDX shall have the right with or without notice (to terminate this Agreement in the event LDX, in its reasonable opinion, considers such action (i) to be necessary to protect and preserve the security or integrity of the Site, LDX’s rights in the Site or other users of the Site, (ii) a breach of this Agreement, the LDX Site User Agreement, any, and

any other agreements between LDX and the user or between a purchaser and seller to a transaction, or (iii) LDX suspects market or Site abuse or misuse.

The user shall have the right to terminate this Agreement but only after written Notice is received by LDX..

Any termination of this Agreement whether in whole or in part shall not affect the accrued rights or liabilities of either party under this Agreement or the user's rights and obligations under any transaction or LDX's rights to any fees related to a transaction between such terminated user and another user of the Site that is closed within 12 months of such termination.

12. Seller agrees (i) that it will not take, or cause or permit any user to take any action, designed to avoid the payment of any fees to LDX and (ii) to the terms of the Non-Circumvention Agreement, which is incorporated herein. (To view the Non-Circumvention Agreement, [click here](#)).

13. The following provisions of the LDX Site User Agreement are incorporated herein by reference: Section 2 (Privacy and the Privacy Policy), Section 8 (Use of Site and Services), Section 15 (Disclaimer of Warranties); Section 16 (Indemnity), Section 17 (Resolution of Disputes), Section 19 (Notices), Section 20 (No Agency, and Section 21 (Release). (To review the LDX Site User Agreement, [click here](#)).

14. The Listing Agreement shall be deemed to have been made in the State of New York, and shall be construed and enforced in accordance with the laws of the State of New York, without reference to principles of conflicts of laws.