

## TIGRcub® Security Promissory Note; Custodial, Payment, Trading & Servicing Agreement

and

### TIGRcub® Security Promissory Note and Exhibits

The following terms, as defined herein, constitute a binding agreement (the "Agreement") between the TIGRcub® Issuer (Company) and Investors pursuant to the TIGRcub® Offering authorized for distribution on **2/18/2018**. **BY SIGNING THE AGREEMENT, YOU HAVE SIGNIFIED YOUR AGREEMENT TO THE TERMS OF THE TIGRcub® SECURITY PROMISSORY NOTE, the TIGRcub® OFFERING AND ASSOCIATED DEAL ROOM DOCUMENTATION AUTHORIZED BY YOU, Stephen Watkins of Entrex Market Index, LLC ("Company" or "Issuer"), FOR DISTRIBUTION TO INVESTORS VIA REGULATED PLACEMENT AGENTS.**

For the Term of the TIGRcub® Security Promissory Note the Company shall, prior to the first closing, have executed this agreement, and acknowledged the rights and warranties of the TIGRcub® Payment and Servicing Provider, pursuant to this agreement and on the behalf of the associated TIGRcub® Token Holder(s), and agree to these terms and conditions which will be kept current through the term of this TIGRcub® Security.

Under this Agreement, you agree to repay the TIGRcub® revenue-enhanced debt security pursuant to the TIGRcub® Offering Terms and Conditions indicated and provided to investors. These terms affect your rights pursuant to this agreement and the terms of the TIGRcub® Offering Circular and Offering documentation. The Offering terms suggest you agree to borrow and repay the monies borrowed if your TIGRcub® Offering is funded under the TIGRcub® Issuer's Offering terms and this Agreement, you further agree to transact with us electronically, and agree to have any dispute associated with this document resolved by binding arbitration.

**1. TIGRcub® Offering Terms and Token Sale.** The Company's TIGRcub® Offering is sold/purchased via the TIGRcub® Security Promissory Note which has a principal balance (Offering Amount) which may be purchased in whole or in part by investors through the securitization of the TIGRcub® Offering. The TIGRcubs® are presently sold via Token originally representing \$10,000 face and par value of the designated portion of the TIGRcub® Offering and TIGRcub® Security Promissory Note. The TIGRcub® Security Promissory Note, incorporated herein, indicates the terms of the agreement between Issuer and Investor(s).

**2. TIGRcub® Offering – Token Funding and Closing.** The TIGRcub® Issuer's TIGRcub® Offering will be distributed upon your approval via Entrex Capital Market System's regulated placement brokers to investors ("Investors"). Investors may commit funds to purchase TIGRcub® Tokens through the Entrex Capital Market System, in various amounts, of the TIGRcub® Issuer's TIGRcub® Offering based on an initial face and par value of \$10,000. One or more Investors may commit funds for your TIGRcub® Offering. You acknowledge that an Investor's commitment to purchase any or all of a TIGRcub® offering corresponding to all or a portion of your TIGRcub® Offering does not confer any rights to you. You understand that individual Investors make their own decisions whether to commit funds for your TIGRcub® Offering. The Entrex Market Index may also choose to commit funds for all or part of your TIGRcub® Offering but is not obligated to do so.

Your TIGRcub® Offering may match, settle and trade over a period of time within which the Entrex Capital Market System has no control. You agree to notify us in writing of your election to terminate your TIGRcub® Offering. In no event, will Entrex Capital Market, Inc. be obligated to notify you of the date upon which your TIGRcub® Offering may or will fund.

If Investors have interest in committing funds (a Match) to your TIGRcub® Offering you agree to execute the TIGRcub® Promissory Note and be bound by the terms set forth in the promissory note attached as **Exhibit A** (the "Note"). You agree to execute multiple Notes if we request you do so, provided that the aggregate principal amounts of such Notes shall equal the total amount of your TIGRcub® Offering. You authorize the TIGRcub® Payment and Service Provider et al to disburse the net TIGRcub® Token Investor proceeds by Automated Clearing House ("ACH") transfer to your designated account or on your behalf to your selected designee after accreditation of the investor and acceptance of the Investor (Settlement). Following our disbursement of the loan proceeds as set forth above, we will assign the appropriate portion of the TIGRcub® Promissory Note via TIGRcub® Tokens (Trade) and allow said Tokens to trade between Investors pursuant to local, State and Federal Securities laws.

**3. Making Your TIGRcub® Payments.** You shall distribute TIGRcub® monthly interest payments, TIGRcub® Token repurchase funds and/or TIGRcub® Principal Repayments via ACH to the designated TIGRcub® Payment and Servicing Provider. All payments are to be applied first to the payment of all fees, expenses and other amounts due (excluding principal and interest), then to any accrued interest, and last to the balance on account of outstanding principal; provided, however, that after an Event of Default (as defined below), payments will be applied to your obligations as we determine in our sole discretion.

**4. Other TIGRcub® Issuer Obligations.** You agree that you are (A) a legal US Corporation or entity which approved the distribution of a TIGRcub® "Regulation D" Offering across the Entrex Capital Market System et al and (B) will not, in connection with your TIGRcub® Offering: (i) make any false, misleading or deceptive statements or omissions of fact in your TIGRcub® Offering, including but not limited

to in the TIGRcub® Offering and associated documentation, or in your TIGRcub® Offering description; (ii) misrepresent the company, its identity, or describe, present or portray the company in a manner which and whereby any local, state, or federal laws would consider fraudulent; (iii) give to or receive from, or offer or agree to give to or receive from any Entrex Capital Market System et al employee, member or other person or entity any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your TIGRcub® Offering; (iv) represent yourself to any person, as a representative, employee, or agent of Entrex Capital Market System, or purport to speak to any person on our behalf; (v) certify that the proceeds of the loan will not be used for the purpose of purchasing any securities or to fund any illegal activity.

**5. Default and Termination.** The TIGRcub® Issuer will be deemed in default on the TIGRcub® Security (each, an "Event of Default") if you: (1) fail to pay timely any amount due on TIGRcub® Security Promissory Note; (2) file or have instituted against the Company any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (3) cease operations; (4) commit fraud or make any material misrepresentation in the TIGRcub® Offering, or any other documents, applications or related materials delivered to Investors in connection with your TIGRcub® Security; or (5) fail to abide by the terms of this Agreement. Upon the occurrence of an Event of Default, TIGRcub® Payment and Servicing Provider may exercise all remedies available to it under applicable law, this Agreement, and the TIGRcub® Security Promissory Note, including without limitation (1) demand that you immediately pay all amounts owed on your loan or (2) we terminate this Agreement.

**6. Collection & Reporting of Delinquent Loans.** The TIGRcub® Payment and Servicing Provider reserves the right to report TIGRcub® Security payments, monthly revenues and payment delinquencies at or in excess of 30 days to one or more reporting agencies in accordance with applicable law. You agree to pay all costs of collecting any delinquent payments, including reasonable attorneys' fees, as permitted by applicable law.

**7. Assignment of Your Offering's TIGRcub® Tokens.** Following the closing of a TIGRcub® Security Token, pursuant to your TIGRcub® Offering, you hereby agree that Investors may, without notice to you the TIGRcub® Issuer, (i) assign all of their proportional right, title and interest in this Agreement to another investor and (ii) assign your TIGRcub® Security (ies) to other appropriate investors pursuant to local, State and Federal Security laws. You also understand, acknowledge and agree that the Entrex Capital Market System et al may sell, assign or transfer your TIGRcub® Token(s) and all associated documents and information related to the TIGRcub® Offering without your consent or notice to you.

**8. Entire Agreement.** This Agreement represents the entire agreement between you and Investors regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between Entrex Capital Market System et al and Investors.

**9. Electronic Transactions.** THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE TERMS OF USE FOR THE SITE. YOU EXPRESSLY AGREE THAT ANY TIGRcub® Token IS A "TRANSFERABLE RECORD" ACROSS THE ENTREX CAPITAL MARKET SYSTEM et al FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT.

**10. Notices.** All notices and other communications to you hereunder may be given by email to your registered email address, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have sole access to such email account and that communications from us may contain sensitive, confidential, and collections-related communications. If your registered email address changes, you must notify the Entrex Capital Market System et al of the change by sending an email to the designated individual after calling 877-4Entrex. You also agree to update your registered address and telephone number if they change.

**11. NO WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**12. LIMITATION ON LIABILITY.** IN NO EVENT SHALL WE, THE ENTREX CAPITAL MARKET SYSTEM, ET AL, BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

**13. Miscellaneous.** The parties acknowledge that there are no third-party beneficiaries to this Agreement. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to another entity without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this section 16 shall be null and void. This Agreement will be entered into in the State of Delaware. The provisions of this Agreement will be governed by federal laws and the laws of the State of Delaware to the extent not preempted, without regard to any principle conflicts of laws that would require or permit the application of the laws of any other jurisdiction. Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If at any time after the date of this Agreement, any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and

unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.

The duly authorized TIGRcub® Payment and Servicing Provider may change at the sole discretion of the Entrex Capital Market System, et al, and the Company agrees to recognize any new Provider, and its associated terms, rights and warranties, pursuant to the Notices section of this Agreement.

#### **14. Arbitration.**

**a.** Either party to this Agreement, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 17 (the "Arbitration Provision"), unless you opt out as provided in section 17(b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving the TIGRcub® Issuer and the Investor(s) relating to or arising out of this Agreement, any Note, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section 17(f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

**b.** The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

**c.** If the Entrex Capital Market System et al or Investors elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If the TIGRcub® Issuer elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (Entrex Capital Market System et al or Investors) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (Entrex Capital Market System et al or Investors) pay them and we agree (or Entrex Capital Market System et al or Investors agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

**e.** Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

**f.** We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section 17(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section 17(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

**g.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator

may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

**h.** This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or the Entrex Capital Market System et al or Investors; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or Note or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than section 17(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section 17(f) are finally adjudicated pursuant to the last sentence of section 17(f) to be unenforceable, then no arbitration shall be had. In no event, shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### TIGRcub® SECURITY PROMISSORY NOTE

Entrex Market Index, LLC (also known as the "Company" or "Issuer")

\$25,000,000 Total Offering Value

\$10,000 Face Value (Dilutable) per Original Token ("Security")

2,500 TIGRcub® Original Tokens

**Offering Date: 2/18/2018**

**Initial Purchase Date: 2/8/2017**

**Balloon Payment Date: 2/8/2022**

For value received, Entrex Market Index, LLC ("TIGRcub® Issuer") promises to pay to the order of TIGRcub® Token holder/s Investors of this TIGRcub® Security Promissory Note (the "Security") the principal sum of \$25,000,000 Dollars, payable 60 months from first issuance, with interest paid as set forth below.

Declaration of Revenues: The Issuer of this TIGRcub® Security shall, on the 15<sup>th</sup> of each month for 60 months following the TIGRcub® Offering Initial Closing date (defined as the first Token Purchase Date of the TIGRcub® Offering), declare a "Declaration of Revenues" for the prior month. This declaration shall be made pursuant to GAAP revenue recognition procedures and qualified via a GAAP revenue recognition annual audit provided to the TIGRcub® Payment and Servicing Provider of the TIGRcub® Securities by the end of the first quarter following the close of the fiscal calendar year;

Payment of Interest. This Issuer shall distribute funds, via ACH Transfer, to the TIGRcub® Payment and Servicing Provider on the twentieth (20<sup>th</sup>) day of each calendar month throughout the Term or, if such date is not a business day, the next succeeding business day, (five days after the Declaration of Revenues), for the prior month, an amount equal to the designated TIGRcub® Interest Payment, proportional to amount of the TIGRcub® Offering Sold and payable for the month, which meets the following terms: During the Term of this agreement the Issuer shall remit to the TIGRcub® Payment and Servicing Provider, the Interest Payment, pursuant to "The Interest Calculation" as defined below in respect to the TIGRcub® Token s) relevant revenue period. The funds received by the TIGRcub® Payment and Servicing Provider shall be distributed to the Token Holder(s) of record on a Pari-Passu basis, on the second business day after receipt of said funds.

The Interest Calculation. The Issuer shall distribute, based on the sold Tokens, associated with this TIGRcub® Security Promissory Note, an amount equal to:

The higher of:

(i) Annual Base Interest Rate:  0%  (Distributed Pari-Passu across all sold TIGRcub® Tokens);

plus

(ii) Revenue Participation Rate:  99%   
Revenue Participation BPS:  9900  (Distributed Pari-Passu across all sold TIGRcub® Tokens)

or

(iii) Minimum Monthly Payment:  0  (Distributed Pari-Passu across all sold TIGRcub® Tokens )

Payments shall be made monthly as indicated and shall be an amount equal to 99% (ii) of the Entrex Market Index's Gross Monthly Revenue (as defined) or (iii). "Gross Revenues" means the monthly gross revenues of the Issuer, determined in accordance with Generally Accepted Accounting Principles (GAAP) in effect as of the date of issuance, consistently applied.

Payments of interest in the designated dollar amount are to be made by the TIGRcub® Issuer to the TIGRcub® Payment and Servicing Provider commencing on the month purchased (Settled) and to and through the 60 month from the first TIGRcub® Token to Settle. The TIGRcub® Issuer authorizes the TIGRcub® Payment and Servicing Provider to distribute proportional interest payments, pursuant to agreed Token distributions.

Each TIGRcub® Interest payment being sent to each Token Holder shall be charged pursuant to the then current fees schedule of the TIGRcub® Payment and Services Provider. As of 1/1/2017 this fee is \$2.50 per distribution; per ACH transfer or Check distributed to the Investor.

Seniority. The TIGRcub® Tokens shall be a **Senior** with appropriate UCC/lien filed by the TIGRcub® payment and servicing organization on associated on said business assets.

Voting Rights. The TIGRcub® Token shall not confer any voting or other shareholder rights on the registered holder thereof (a “Holder”), except as, and if, set forth in the TIGRcub® Offering documentation.

Use of Proceeds. The Use of Proceeds of the TIGRcub® Security Promissory Note shall be as defined in the Offering Circular and associated Deal Room Documentation.

Closing. Closing of TIGRcub® Tokens, pursuant to the Offering terms, shall occur on a weekly basis, or as agreed between parties, pursuant to terms of this agreement and satisfactory documentation approved by the Issuer and Investor(s).

Certain Tax Matters. All payments by the Issuer under the TIGRcub® Tokens will be denominated in United States Dollars without withholding for any Tax unless such withholding is required by law.

TIGRcub® Licensor. Entrex Capital Market, Inc. (“Entrex”) is the licensor of various Trademarks, Patents and Licensor of certain intellectual properties, operating as a financial technology firm, related to revenue based securities.

TIGRcub® Token. The Investor shall require a TIGRcub® Token (s) issued pursuant to a duly executed subscription agreement, accepted by the Issuer, (each, a “Purchase Agreement”) between the Issuer and the Investor. Certain intellectual properties shall be licensed to the Issuer pursuant to the Entrex TIGRcub® License and Services Agreement (the “License and Services Agreement”) between the Issuer and the Licensor. Each TIGRcub® Token shall incorporate, on a Pari-Passu basis, the terms and conditions contained herein.

Affirmative Covenants. The Company affirms, for the term of this agreement, the following covenants:

- The Company shall maintain its corporate existence, franchises and lines of business;
- The Company shall maintain good standing in its jurisdiction of incorporation formation;
- The Company shall maintain material compliance with laws;
- The Company shall maintain Payment of local, State and Federal taxes;
- The Company shall maintain its Maintenance of books and records;
- The Company shall allow access, if requested by the TIGRcub® Payment and Servicing Provider to the books and records;
- The Company shall maintain appropriate maintenance of properties;
- The Company shall maintain appropriate insurances;
- The Company shall provide notice to TIGRcub® Payment and Servicing Provider of material default, material litigation, governmental or regulatory proceeding or material changes in its accounting or financial reporting practices;
- The company shall, Post the first Purchase, agree to provide an annual audit, by the end of the end of the first quarter of the following fiscal year, by a national or regional auditing firm acceptable to TIGRcub® Payment and Servicing Provider;
- The Company shall always comply with GAAP in its financial reporting to the TIGRcub® Payment and Servicing Provider;
- The Company shall maintain all consents required in connection with the execution, delivery and performance of the TIGRcub® Security Promissory Note Custodial, Payment, Trading & Servicing Agreement and TIGRcub® Security Promissory Note and Exhibits;
- The Company shall be obligated to obtain such authorizations, approvals, and consents as are necessary to allow it to perform its obligations under the Offering and DealBox Documentation.

Financial Covenants. The Company shall maintain the following financial ratios:

- On a quarterly basis the Debt Service Coverage ratio shall always be equal to or greater than 2:1. (EBITDA/Total Debt Service) and no less than 1.75:1.
- On a quarterly basis the Debt/Equity ratio shall always be equal to or less than 3:1 (Total Debt/Book Equity) and no more than 4:1.
- On a quarterly basis the Debt/EBITDA ratio (Leverage Multiple) shall always be equal to or less than 3.75:1. (Total Long Term Debt/EBITDA) and no greater than 4.25:1.

Informational Covenants. The Company shall be required to comply with certain informational covenants that are no less favorable than those of any senior lender, if applicable, and shall be required to provide the TIGRcub® Payment and Servicing Provider with the following:

- ° The audited annual financial statements of the issuer, prepared in accordance with GAAP, including: (a) Balance Sheet, (b) Statement of Incomes, and (c) Changes in Equity and Cash Flows within ninety (90) days of Issuers fiscal year end;
- ° The unaudited quarterly financial statements of the Issuer, prepared in accordance with GAAP, including: (a) Balance Sheet, (b) Statement of Incomes, and (c) Changes in Equity and Cash Flows within (45) days of the Issuer's fiscal quarter end;
- ° A monthly Declaration of Revenues statement (the "Declaration of Revenues") setting forth in reasonable detail the GAAP gross revenues of the Issuer during the preceding calendar month as indicated herein, along with a monthly compliance Token duly executed by the chief financial officer of the issuer as to the accuracy of such Declaration of Revenues.
- ° The Company shall provide the prior calendar year monthly gross revenues, plus any current year's month's monthly gross revenues up to the first purchase of a TIGRcub® Token. This information will be provided to Investors, Potential Investors and Media Channels, (Media Channels in aggregate).

Audit Rights. The TIGRcub® Payment and Servicing provider may (at their own expense) appoint one representative who shall have the right from time during the term to examine and appoint its designated agents, employees and representatives, to audit and take excerpts from and make copies of any Records (as described below) and all other documents related to the Issuer's gross revenue during the Term. The foregoing rights shall include the right for such Holders(s): (a) to conduct an audit of the Issuer's corporate headquarters and/or branch offices during normal business hours, and (b) to obtain supporting documentation through the Issuer's corporate headquarters' staff or branch office staff with respect to the Issuer's gross revenues. If an Audit finds material errors and omissions associated with the covenants and terms of this agreement the Issuer agrees that costs incurred by the TIGRcub® Payment and Servicing Provider to examine records, pursuant to this term, shall be at the expense of the Issuer.

Negative Covenants. The negative covenants of the Issuer (and its subsidiaries) will include customary negative covenants for debt financings, including prohibitions on the following without the consent of the TIGRcub® Payment and Servicing Provider:

- ° The Company cannot enter into a Change of Control Event (as described below) or sale of all its assets, except for a Going Private Transactions (as defined below):
- ° The Company's changing its accounting principles or policies, including but not limited to any such policies as they relate to revenue recognition, except for such changes as may be required by GAAP; The Issuer will furnish Issuer prepared GAAP prepared financial statements on a quarterly basis and audited financial statements annually.
- ° The Company Transactions with affiliates or related parties, except in the ordinary course of business and pursuant to the reasonable requirements of the Issuer's (or its subsidiary's) business and upon fair and reasonable terms no less favorable to the Issuers (or such subsidiary) than would be obtainable in a comparable arms-length transaction with a person not an affiliate;
- ° Certain transactions outside the ordinary course of business without the prior consent of the TIGRcub® Payment and Service Provider.
- ° The Company incurring indebtedness senior to its obligations under the TIGRcub® Token other than indebtedness to the Senior Lender, pursuant to the Offering documentation, or any modification to the agreements with the Senior Lender. The Token Holder's agrees that the Company can borrow against the accounts receivable providing the borrowing does not violate the Financial Covenants.
- ° The Company paying any dividend or making any other payment or distribution or other restricted payment in excess of \$100,000, providing such payment does not violate the Financial Covenants.
- ° The Company selling, transferring, or encumbering assets having a fair market value in excess of \$100,000;
- ° The Company making material changes to lines of business;
- ° The Company's assignment or delegation of its obligations under the Offering and associated documents;
- ° The Company's amending its Token of Incorporation or bylaws in a manner materially adverse to the Token Holders(s);

Events of Default: The following events and circumstances shall constitute Events of Default:

- ° Failure to pay any payment amount when due, unless remedied by payment in full within (10) business days ("Payment) Cure Period");
- ° Failure by the Issuer to perform any obligation to be performed by the Issuer under any Offering and associated documents, if such failure is not cured within 30 days after notice, or if a cure is not possible within such 30 day period then taking all reasonable actions to commerce such cure within such period.
- ° A representation made by the Issuer in any Operative Agreement or any Token or agreement delivered pursuant thereto proves to

have been incorrect or misleading in any material respect when made;

° Cross-default or cross-acceleration with respect to Indebtedness of the Company or any of its subsidiaries. The Company will have 30 days following a cross-default or cross-acceleration action to cure providing the party filling the cross-default or cross-acceleration action agrees to such period.

° The Company violates the Financial Covenants and such violation is not cured within a 30 day period.

° The Company or any of its consolidated subsidiaries is generally not paying, or admits in writing its inability to pay its debts as they become due, is assigned for the benefit of creditors, the appointment of a receiver, trustee or other officer with similar powers with respect to the issuer or any of its consolidated subsidiaries or any substantial part of his property, the adjudication of the issuer or any of its consolidated subsidiaries as insolvent or to be liquidated, the filing of any voluntary petition in bankruptcy or approval of any involuntary petition of bankruptcy relief or reorganization of the issuer or any of its consolidated subsidiaries otherwise become subject to bankruptcy or insolvency proceedings, or the issuer or any of its consolidated subsidiaries takes corporate action for the purpose of any of the following (each such event an "Insolvency Event");

° The merger, consolidation or similar reorganization with respect to the Company where the surviving entity fails to assume all the obligations of the Issuer under the agreement and;

° A final judgment or judgments for the payment of money aggregating in excess of \$100,000 are rendered against one or more of the Issuer and any of its subsidiaries which are not, within 60 days after entry thereof, bonded, discharged, or stayed pending appeal.

Remedies Following Event of Default. If any time an Event of Default has occurred and the Company is continuing the Interest Payments to the TIGRcub® Payment and Servicing Provider, the TIGRcub® Payment and Servicing Provider in its discretion may, where so requested in writing by the majority of the Token Holders shall, declare an "Early Termination Payment", whereby the Issuer shall pay to the Holder of TIGRcub® Tokens an amount equal to (i) any accrued but unpaid amounts owed to the Token Holder(s) of the TIGRcub® Token (s), plus (ii) the Early Termination Amount (as defined below) including the potential notice period. An Early Termination Payment will be due and payable to the Holders immediately upon the occurrence of an Insolvency Event and as of the time immediately preceding the institution of the relevant proceeding.

Default Event Costs. The Company agrees to pay all costs of collecting any delinquent payments or other default events, including reasonable attorneys' fees, as permitted by applicable law to the TIGRcub® Payment and Servicing Provider.

Voluntary Redemption Calculation. At any time, the Issuer may redeem all, but not less than all, of the outstanding TIGRcub® Tokens by giving the Holders thereof 30 days' notice in writing, through the TIGRcub® Payment and Servicing Provider, setting forth the proposed date of redemption (the "Redemption date") and delivering to the holders the early termination amount on such redemption date.

Mandatory Redemption. Within 30 days of the occurrence of a change of control event or a liquidity event (other than a "going private transaction"), prior to the end of the term the Issuer shall be obligated to pay each Holder the Early Termination Amount in respect of such holders TIGRcub® Token (s) through the TIGRcub® Payment and Servicing Provider.

Redemption Schedule. The redemption schedule associated with Voluntary or Mandatory Redemption is shown in (Exhibit B). The Redemption Amount and any other funds due and payable will be distributed by the TIGRcub® Payment and Servicing Provider on a Pari-Passu basis across all sold TIGRcub® Tokens.

Change of Control Event. A change of control event shall be deemed to have occurred upon the sale of all or substantially all of the assets of the Issuer, or merger, consolidation, or other transaction in which the holders of the Issuers voting power prior to such transaction will hold, after such transaction, less than 50% of the Issuers voting power. For purposes of clarification, a going private transaction shall not be deemed a change of control event.

Payment of Principal. This Issuer shall distribute funds, via ACH Transfer, to the TIGRcub® Payment and Servicing Provider on the 20<sup>th</sup> day of the 60<sup>th</sup> month from TIGRcub® Offering Initial Closing date (defined as the first Token Purchase Date of the TIGRcub® Offering) an amount equal to the designated TIGRcub® Principal. If all TIGRcub® Tokens are sold the Principal Amount due on the 60<sup>th</sup> month of the first closing would be: **\$25,000,000** (the "Principal") as a single balloon payment satisfying, in full, the repayment of the Principal. This balloon payment shall be due and payable on the last day of the 60<sup>th</sup> month following the first Closing Date, irrespective of the payments made by the Issuer pursuant to obligations associated with the "Interest Payments".

All payments on this Agreement are to be made in immediately available lawful money of the United States transferred as needed via ACH transfer. This authorization does not affect TIGRcub® Issuer's obligations to pay when due all amounts payable under this Note, whether or not there are sufficient funds in such accounts. All payments are to be applied first to the payment of all fees, expenses and other amounts due to Investor (excluding principal and interest), then to accrued interest, and last to the balance on account of outstanding principal; provided, however, that after an Event of Default (as defined), payments will be applied to TIGRcub® Issuer's obligations as the TIGRcub® Payment and Service Provider determines in its sole discretion.



Fees and Charges. The non-refundable TIGRcub® Offering and Placement and other fees agreed in the Entrex Capital Market Engagement Agreement shall be deducted from TIGRcub® Issuer's TIGRcub® Token proceeds per each TIGRcub® Token bought by an Investor. The TIGRcub® Issuer authorizes the TIGRcub® Payment and Servicing Provider to distribute associated fees, pursuant to agreed distributions, on behalf of Entrex Capital Market, the regulated entity.

The TIGRcub® Issuer acknowledges that each Token will have these TIGRcub® Offering Fee Deductions and as such the distribution of the TIGRcub® Tokens sold will be less than the full amount of TIGRcub® Offering and pari-passu to the number of TIGRcub® Tokens sold/purchased.

The TIGRcub® Issuer acknowledges that the associated Offering fee will be considered part of the principal of TIGRcub® loan and is subject to the accrual of interest. TIGRcub® Issuer agrees to pay a fee of \$250, or as amended by the through the TIGRcub® Payment and Servicing Provider if ACH transfers or checks are returned or fail due to insufficient funds in TIGRcub® Issuer 's account or for any reason. TIGRcub® Issuer acknowledges that the bank that holds TIGRcub® Issuer 's designated account may charge a fee in addition to this fee. Each attempt to collect a payment is considered a separate transaction, so an unsuccessful payment fee will be assessed for each failed attempt. If TIGRcub® Issuer's payment is more than 15 days late, the TIGRcub® Payment and Servicing Provider may charge a late fee in an amount the greater of 5% of the outstanding payment or \$250 or as amended by the TIGRcub® Payment and Servicing Provider. If TIGRcub® Issuer's payment is more than 30 days late, the TIGRcub® Payment and Servicing Provider shall charge such late fee. These fees may be collected via ACH transfers initiated from the TIGRcub® Issuer's designated account. Any such late fee assessed is immediately due and payable. Any payment received after 5:00 P.M., Eastern Standard Time, on a banking day is deemed received on the next succeeding banking day.

Prepayments and Partial Payments. TIGRcub® Issuer may purchase each TIGRcub® Token back from Investors based on the par value of the Token. Offers are made to each Token holder, via email by the TIGRcub® Payment and Servicing Provider for a fee of \$250 per repurchase offer or as amended by the TIGRcub® Payment and Servicing Provider. Any Token holder who accepts the TIGRcub® repurchase, which are to be offered and repurchased in order of TIGRcub® Token number, shall have the "redemption amount" reduced by a \$100 redemption charge, or as amended, paid to the TIGRcub® Payment and Servicing Provider upon receipt of Token (if physical) from the Investor.

Default. TIGRcub® Issuer will be deemed in default (each, an "Event of Default") of TIGRcub® Issuer's obligations under this Note if TIGRcub® Issuer: (i) fails to pay timely any amount due under this Note; (ii) files or has instituted against TIGRcub® Issuer any bankruptcy or insolvency proceedings or makes any assignment for the benefit of creditors; (iii) commits fraud or makes any material misrepresentation in this Note; or (iv) fails to abide by the terms of this Note. Upon the occurrence of an Event of Default, Investor may exercise all remedies available to it under applicable law, including demand upon TIGRcub® Issuer to immediately pay all amounts due under this Note.

Miscellaneous. This Note is not negotiable. Notwithstanding the foregoing, Investors may trade their TIGRcub® Tokens only through the Entrex Capital Market System as allowed by law without notice to TIGRcub® Issuer. TIGRcub® Issuer may not assign this Note. This Note inures to the successors, permitted assigns, heirs and representatives of TIGRcub® Issuer and Investor.

TIGRcub® Issuer hereby waives demand, notice of non-payment, protest, and all other notices or demands whatsoever, and hereby consents that without notice to and without releasing the liability of any party, the obligations evidenced by this Note may from time to time, in whole or part, be renewed, extended, modified, accelerated, compromised, settled or released by Investor(s).

Any changes to this Note must be in writing and signed by TIGRcub® Issuer and Investor(s). Notices will be mailed electronically to the addresses provided.

Controlling Law. Investor(s) shall be deemed to be located in the State of Delaware and this Note shall be deemed to be executed and delivered in the State of Delaware and is deemed a contract made under such state's law. The provisions of this Note will be governed by federal laws and the laws of the State of Delaware to the extent not preempted, without regard to any principle of conflicts of law. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.

Executed by:

\_\_\_\_\_  
Signature of **Stephen Watkins of Entrex Market Index, LLC**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

