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VINCENT GREEN
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**
10

11 PROPER MEDIA LLC, a California limited
liability company; CHRISTOPHER
12 RICHMOND, and individual; and DREW
13 SCHOENTRUP, an individual,

14 Plaintiffs,

15 v.

16 VINCENT GREEN, an individual,

17 Defendant.
18

19 VINCENT GREEN, an individual,

20 Cross-Complainant,

21 v.
22

23 PROPER MEDIA LLC, a California limited
liability company; CHRISTOPHER
24 RICHMOND, and individual; and DREW
SCHOENTRUP, an individual,

25 Cross-Defendants.
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Case No. 37-2017-00016433-CU-BC-CTL

**DEFENDANT/CROSS-COMPLAINANT
VINCENT GREEN'S CROSS-COMPLAINT
FOR:**

**(1) INTENTIONAL
MISREPRESENTATION**

(2) FALSE PROMISE

(3) NEGLIGENT MISREPRESENTATION

**(4) BREACH OF CONTRACT
(OPERATING AGREEMENT)**

**(5) BREACH OF CONTRACT (ORAL
AGREEMENT)**

(6) BREACH OF FIDUCIARY DUTY

**(7) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY**

**(8) RETALIATION IN VIOLATION OF
LABOR CODE § 1102.5(C) & (H)**

(9) DECLARATORY RELIEF

[JURY TRIAL DEMANDED]

NATURE OF THE ACTION

1
2 1. This is a case of greed run rampant in the management of internet advertising
3 company Proper Media, LLC.

4 2. In June 2015, Vincent Green, a former United States Marine and veteran of an
5 overseas deployment, helped establish Proper Media alongside Drew Schoentrup and
6 Christopher Richmond.

7 3. Within months, Proper Media had entered an agreement to provide advertising,
8 web development, and hosting services for the popular website Snopes.com. This agreement,
9 along with agreements with numerous other clients that Green helped to bring in, was extremely
10 lucrative for Proper Media.

11 4. But this was not enough for Schoentrup and Richmond.

12 5. In 2016, Schoentrup and Richmond orchestrated the purchase of a 50% interest in
13 Bardav, Inc., the company that owned and operated the Snopes.com website. Schoentrup and
14 Richmond relied on a highly leveraged loan to finance the purchase. The lender demanded that
15 all of Proper Media's members sign personal guarantees for the multi-million dollar loan.
16 Schoentrup promised Green that he, Richmond, and Proper Media would indemnify him in the
17 event of a default, so Green signed the loan documents.

18 6. Although collectively Schoentrup and Richmond owned only a 40% interest in
19 Bardav, they yearned for a controlling interest in the company. Apparently, Schoentrup
20 attempted to unilaterally appoint himself a director of Bardav, even though no shareholder vote
21 had ever elected him as a director. Schoentrup also sought to control various personnel and
22 administrative decisions within Bardav and delayed approval for Green to take various actions
23 requested by Bardav management.

24 7. Schoentrup and Richmond also hungered for ever more profits. In mid-2016,
25 Schoentrup and Richmond concocted a scheme whereby they would move to Puerto Rico and
26 establish a Puerto Rican shell company through which to route their income from Proper Media
27 to avoid paying state and federal income tax.

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2 8. Green voiced his concerns with the legality of this scheme, and continued voicing
3 his concerns even when Schoentrup and Richmond made clear that he had become a gadfly they
4 would not tolerate. Schoentrup and Richmond terminated Green on February 18, 2017.

5 9. Shortly thereafter, Bardav, tired of Proper Media's poor service and high prices
6 (and Schoentrup's and Richmond's tax avoidance scam), terminated its agreement with Proper
7 Media on March 9, 2017.

8 10. After firing Green from Proper Media, Schoentrup and Richmond reneged on
9 their promise to indemnify Green in the event of a default on the Bardav interest financing loan.
10 Instead, Schoentrup and Richmond threatened Green with financial ruin by insisting that he
11 would be 100% liable for the entirety of the multi-million dollar loan in the event of a default.

12 11. Schoentrup and Richmond's greed, hubris, and hunger for power knows no
13 bounds. Schoentrup and Richmond squandered a golden opportunity with Bardav by seeking to
14 leverage their minority interest in the company into a controlling interest, including by holding
15 hostage Bardav's money and proprietary software. They defrauded Green into agreeing to loan
16 terms that were much more favorable to Schoentrup and Richmond than to Green and misled
17 Green into taking on a disproportionate burden under the loan, by promising and then failing to
18 indemnify him in the event of a default. Schoentrup and Richmond then fired Green when he
19 refused to remain quiet in the face of their risky and unethical business dealings, including by
20 blowing the whistle on their fraudulent tax avoidance scheme. It is time for them to be held to
21 account.

22 **THE PARTIES**

23 12. Defendant and Cross-Complainant Vincent Green ("Green") is a former officer
24 and member of Proper Media, LLC.

25 13. Plaintiff and Cross-Defendant Drew Schoentrup ("Schoentrup") is an individual
26 who, on information and belief, currently resides in San Juan, Puerto Rico. Schoentrup is and/or
27 was the President of Proper Media, LLC. Schoentrup is an attorney and a licensed member of
28 the State Bar of California.

15. Plaintiff and Cross-Defendant Proper Media, LLC (“Proper Media”) is a California limited liability company. Green is informed and believes that Proper Media is headquartered in San Diego.

16. Green sues Cross-Defendants DOES 1 through 10 under fictitious names. Their true names and capacities, whether individual, corporate, associate or otherwise, are unknown to Green at this time. When Green ascertains their true names and capacities, he will seek permission from this Court to amend this Cross-Complaint to insert the true names and capacities of each fictitiously named Cross-Defendant. Green is informed and believes that each of these fictitiously named Cross-Defendants is responsible in some manner for the occurrences alleged herein, and that these Cross-Defendants directly and proximately caused Plaintiff's damages.

17. Green is informed and believes and thereon alleges that at all times mentioned in this Cross-Complaint, Cross-Defendants and each of them were the agents, servants, employees, and/or alter-egos of each of the other Cross-Defendants, and in doing the things alleged in this Cross-Complaint were acting within the scope of their authority as such agent, servant, employee, and/or alter-ego, and with the permission and consent of the other Cross-Defendants.

JURISDICTION AND VENUE

18. This Court has jurisdiction over all causes of action asserted in this Cross-Complaint pursuant to the California Constitution, Article VI, Section 10 and California Code of Civil Procedure Section 410.10 by virtue of the fact that this is a civil action wherein the matter in controversy, exclusive of interest, exceeds \$25,000, and because this case is a cause not given by statute to other trial courts.

19. Venue is proper in San Diego County under California Code of Civil Procedure Sections 395 and 395.5 because, on information and belief, Proper Media resides in San Diego County and because a substantial portion of the events giving rise to the causes of action asserted herein occurred in San Diego County, California.

GENERAL ALLEGATIONS

20. Green met Schoentrup and Richmond in July 2014 through a mutual acquaintance. Shortly afterwards, Green began working for Schoentrup in connection with one of Schoentrup's website businesses, TVTropes.org.

21. Schoentrup is an attorney who worked briefly as an IP litigator at Fish & Richardson. Schoentrup is admitted to practice in California and Washington.

22. When Green began working with Schoentrup, TVTropes.org was in the initial stages of implementing an advertising technology software called header bidding. TVTropes used an early form header bidding to sell advertising on the website. Richmond, Schoentrup, Dunn, Miller, and Green came up with the idea of building an independent client services business that would sell advertising inventory on behalf of third-party websites using header bidding software.

23. Another individual working on the TVTropes.org website, Ryan Miller ("Miller"), had brought the open-source header bidding software, prebid.js, to the group. Miller proposed a name for this company: Proper Media.

24. Several months later, in June 2015, Schoentrup and Richmond created Proper Media. The parties involved understood that the equity in Proper Media would be split between Schoentrup, Richmond, Green, Miller, and another individual working on the project, Tyler Dunn ("Dunn"). The parties agreed to the following equity split for Proper Media:

Member of Proper Media	Percentage Interest in Proper Media
Drew Schoentrup	40%
Christopher Richmond	40%
Vincent Green	6.66%
Ryan Miller	6.66%
Tyler Dunn	6.68%

25. Proper Media's tax returns confirm this equity split. However, the parties did not sign any operating agreement at that time.

1 26. In or around August 2015, Proper Media entered a business relationship with
2 Bardav, Inc. ("Bardav"). Bardav owns and operates the website Snopes.com, the preeminent
3 fact-checking site on the web. Bardav and Proper Media signed a General Services Agreement
4 ("GSA") on August 11, 2015. Proper Media agreed to provide certain advertising, web
5 development, and hosting services to Bardav for the Snopes.com website. In exchange for these
6 services, Proper Media would receive half of the monthly revenue generated by Snopes.com in
7 excess of a specified amount. Attached as Ex. A is a copy of the GSA.

8 27. At this time, Green was responsible at Proper Media for, among other things,
9 handling payroll and staff onboarding and recruitment; managing the day-to-day affairs of the
10 Proper Media office; paying invoices for certain contracts; assisting with the development of
11 Proper Media's ad products; soliciting clients for Proper Media, contributing directly to the
12 projects as a front-end developer; managing all the project management tool accounts;
13 coordinating communication between Proper Media's advertising team and development teams;
14 acting as project manager for the Snopes.com account; assisting with business development for
15 Snopes.com; acting as the administrator for all Snopes.com tools provided through Proper
16 Media; acting as Proper Media's point of contact for all Snopes.com staff, including David
17 Mikkelson; and otherwise assisting with Snopes.com strategy and partnerships.

18 28. Schoentrup, Richmond, Green, Miller, and Dunn were interested in acquiring an
19 interest in Bardav as early as summer 2015. In early 2016, Green learned that Schoentrup had
20 begun clandestine discussions with Barbara Mikkelson ("Barbara"), David Mikkelson's
21 estranged wife and co-owner of Bardav, to acquire Barbara's 50% interest in Bardav. When
22 Green confronted Schoentrup about this, Schoentrup showed Green a draft purchase agreement
23 that had Schoentrup and Richmond acquiring Barbara's interest to the exclusion of the other
24 minority shareholders in Proper Media, namely Green, Miller, and Dunn. The opportunity to
25 purchase 50% of Bardav was an opportunity that came to Schoentrup and Richmond as a result
26 of their work for Proper Media and was an opportunity that did not belong solely to Schoentrup
27 and Richmond. Indeed, the opportunity would not have existed at all except for Green's diligent
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1 work on the Snopes.com account. As such, Green insisted that all Proper Media members be
2 given the opportunity to participate in any acquisition of Barbara's 50% interest.

3 29. Accordingly, Schoentrup and Richmond agreed that all Proper Media members
4 would be able to participate in the purchase of Barbara's interest in Bardav. On May 17, 2016,
5 Schoentrup sent an email to Richmond, Green, Miller, and Dunn, confirming this arrangement:

6 Rumor on the street is we might buy Barbara's half of Snopes. These are the
7 tentative agreements in place between us and Barbara. The current allocation is
8 split along Proper equity lines, but is subject to change depending on the
financing of the initial payment.

9 30. Barbara, Schoentrup, Richmond, Green, Miller, and Dunn signed a Stock
10 Purchase Agreement with Barbara on May 19, 2016, whereby the members of Proper Media
11 would each acquire a portion of Barbara's interest in Bardav. The members had until August 30,
12 2016 to obtain financing for the purchase. To this end, Schoentrup, Richmond, Green, and
13 Miller began seeking a source of funding for the acquisition.

14 31. In early August 2016, Schoentrup discussed obtaining financing from a certain
15 lender, but that initial financing fell through. The initial lender then referred Schoentrup to
16 Diamond Creek Capital as another potential source of funding.

17 32. On August 19, 2016, Diamond Creek Capital ("DCC") sent a draft loan
18 agreement to Schoentrup. Schoentrup forwarded the draft loan agreement to Richmond, Green,
19 Miller, and Dunn. In this email, Schoentrup stated:

20 Here is a draft of the loan agreement. I haven't reviewed, and I am not sure how
21 much we will actually end up taking.

22 The biggest issue for the union [e.g., Green, Miller, and Dunn] is that you are
23 personally listed on the loan docs and joint and severally liable – meaning should
24 we default, Diamond Creek can seek payment in full from any one of us
25 individually – basically they will go where the money is. ***To mitigate any
heartburn that this may cause, Chris and I will execute an indemnity agreement
basically saying that should Diamond Creek come after anyone other than us,
we will step in and assume that liability and the costs incurred.***

26 Attached as Ex. B is copy of Schoentrup's August 20, 2016 email.

27 33. Schoentrup's email misrepresented and falsely stated that Schoentrup and
28 Richmond would execute an indemnity agreement whereby Schoentrup and Richmond and/or

1 Proper Media would “step in and assume” any liability and costs incurred in the event of a
2 default.

3 34. On or about August 29, 2016 Green signed the DCC Loan Agreement and a
4 personal guarantee for the loan. In doing so, Green relied on Schoentrup’s misrepresentation
5 regarding defense and indemnity against any liabilities or costs.

6 35. Green subsequently paid at least \$35,000 to Proper Media regarding his Bardav
7 interest.

8 36. Prior to execution of the Loan Agreement, DCC insisted that Proper Media have
9 an operating agreement. Schoentrup hastily revised an operating agreement that had been in the
10 works for over a year. On or about August 29, 2016, Schoentrup presented the Operating
11 Agreement to Green, Miller, and Dunn. Green was given the option of either signing the
12 operating agreement under intense time pressure or being cut out of the Bardav acquisition.
13 Green therefore executed the Proper Media Operating Agreement on August 29, 2016. Again,
14 Green executed the Operating Agreement in reliance on Schoentrup’s promise to defend and
15 indemnify Green against any liability or costs arising to Green from the DCC loan. Attached as
16 Ex. C is a copy of the Proper Media Operating Agreement.

17 37. The Operating Agreement contained terms in a Schedule B governing the
18 buyback of the membership interest of any member who dies, resigns, or withdraws from the
19 company.

20 38. Schoentrup was an attorney and held himself out as General Counsel of Proper
21 Media. When he made the representations identified above, Schoentrup never informed Green
22 that he was acting as Proper Media’s attorney and was not representing Green, and never
23 informed Green in writing that he should seek independent legal counsel in connection with any
24 of the transactions identified herein.

25 39. Schoentrup’s promise that he and Richmond and/or Proper Media would
26 indemnify Green in the event of any default was false because neither Schoentrup, nor
27 Richmond, nor Proper Media executed any indemnity agreement in favor of Green, as
28 Schoentrup promised they would do.

1 40. To the contrary, Schoentrup and Richmond recently used the threat of liability
2 under the DCC Loan Agreement to try to bludgeon Green into submission.

3 41. In connection with negotiating the sale of his Proper Media membership interest
4 back to the company, Green requested that the parties address his obligations under the DCC
5 Loan Agreement. Green proposed that the parties agree to certain specified payments to address
6 Green's portion of the loan amount.

7 42. In response, on April 24, 2017, Richmond sent Green a series of emails, stating:

8 [W]e can't sign anything for the debt as we are each liable for the entire debt
9 amount.

10 ...

11 Considering the adverse effect you've caused to the company there is no way we
12 will sign something saying you are responsible for a portion of the debt. You are
responsible for 100% of the debt.

13 43. After Green responded that he understood that he had signed a personal guarantee
14 with respect to the DCC Loan and was simply trying to address his portion of the loan,
15 Richmond responded:

16 You didn't just sign a personal guarantee. The loan documents say we are each
17 responsible for the entire debt amount, not just a portion based on equity lines.
18 And I'm afraid your actions already open us up to being in default of the loan.
We will be in touch once we figure out what to do.

19 44. Additionally, in mid-2016, Schoentrup and Richmond began to implement a tax
20 avoidance scam involving Schoentrup and Richmond relocating to Puerto Rico in order to take
21 advantage of Puerto Rico's Promotion of Export Services Act ("Act 20") and/or Puerto Rico's
22 Act to Promote the Relocation of Individual Investors to Puerto Rico ("Act 22").

23 45. Schoentrup moved to Puerto Rico on or about July 1, 2016. Richmond moved to
24 Puerto Rico on or about January 1, 2017.

25 46. One of the requirements for individuals residing in Puerto Rico to avoid U.S.
26 federal income tax (and thereby receive the minimal or zero income tax benefits of the Puerto
27 Rico Act 20 and/or Act 22) is that the taxpayer cannot receive any income from a U.S. company.

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1 Therefore, in order to reap the tax benefits of Act 20 and/or Act 22, Schoentrup and Richmond
2 could not receive any salary or distributions from Proper Media.

3 47. Schoentrup resigned his employment with Proper Media on or about July 1, 2016.
4 Richmond resigned his employment from Proper Media on or about January 1, 2017.

5 48. In order for Schoentrup and Richmond to continue receiving money from Proper
6 Media, they concocted a scheme whereby they created PubLife, a Puerto Rico limited liability
7 company, and said that Proper Media would sign a “consulting” agreement with PubLife.
8 Instead of making distributions to members, Proper Media would pay a “consulting fee” to
9 PubLife and would compensate its other members (Green, Miller, and Dunn) with year-end
10 “bonuses” in lieu of membership distributions. According to Schoentrup and Richmond, the
11 amount of each of the PubLife “consulting fee” and the year-end bonuses to Green, Miller, and
12 Dunn would be commensurate with each member’s percentage ownership in Proper Media.
13 Being paid in “bonuses” instead of distributions would create negative tax consequences for
14 Green.

15 49. Green is informed and believed that, using the above scheme, Schoentrup and
16 Richmond intended not to pay any federal income tax on the money they received from Proper
17 Media through PubLife.

18 50. 26 United States Code section 7201 provides:

19 Any person who willfully attempts in any manner to evade or defeat any tax
20 imposed by this title or the payment thereof shall, in addition to other penalties
21 provided by law, be guilty of a felony and, upon conviction thereof, shall be fined
22 not more than \$100,000 (\$500,000 in the case of a corporation), or imprisoned not
23 more than 5 years, or both, together with the costs of prosecution

24 51. Green had serious concerns with the legality of Schoentrup and Richmond’s tax
25 avoidance scheme. In particular, Green was concerned that Schoentrup and Richmond’s PubLife
26 scheme crossed the line into illegal conduct. Green was particularly concerned about the impact
27 of such potential tax law violations on Proper Media. Green voiced his concerns with
28 Schoentrup’s and Richmond’s PubLife scheme as early as June 2016 during a series of meetings
with Schoentrup and Richmond.

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1 52. Schoentrup and Richmond also revealed that PubLife intended to search for and
2 potentially acquire websites. The opportunity of website acquisition was specifically within the
3 scope of Proper Media's business and to the extent that PubLife acquired any such websites,
4 Schoentrup and Richmond would be taking a corporate opportunity of Proper Media. Green told
5 Schoentrup and Richmond that he objected to PubLife acquiring any such websites or otherwise
6 taking any of Proper Media's corporate opportunities.

7 53. Schoentrup's and Richmond's relocation to Puerto Rico had other deleterious
8 effects on Proper Media. Schoentrup and Richmond appeared to stop working on Proper
9 Media's day-to-day affairs and were generally unreachable for large periods of time. On
10 numerous occasions, Green found himself having to explain to other Proper Media employees
11 why Richmond or Schoentrup were unavailable to assist with projects they had formerly worked
12 on at Proper Media. Green voiced these concerns to Schoentrup as well.

13 54. When Richmond left for Puerto Rico in January 2017, Green once again voiced
14 his concerns regarding Schoentrup and Richmond's tax avoidance scheme including the potential
15 legal implications, especially for Proper Media. Green also made it known to Schoentrup and
16 Richmond that their absence from Proper Media's offices was having a negative impact on the
17 company's operations.

18 55. In mid-February 2017, Schoentrup and Richmond were in the United States. On
19 February 18, 2017, Schoentrup and Richmond called a meeting with Green. During this
20 meeting, Schoentrup and Richmond told Green that they felt that Green did not respect them,
21 that Green did not work well with Richmond, and that the personality conflict between
22 Richmond and Green had made it impossible for Green to continue working for Proper Media.
23 Schoentrup and Richmond further told Green that he should leave Proper Media, clear out his
24 office, and not return to work.

25 56. Immediately after the February 18, 2017 meeting, Richmond sent Green a
26 message stating:

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1 We will work out some proposals for the buy out and get back to you. No need to
2 come to the office. You can start passing over any projects, accounts, logins, etc
3 to us. And of course you will still be getting your salary this month while we
4 make the transition.

5 57. Green is informed and believes that Schoentrup and Richmond terminated Green
6 from Proper Media because Green opposed Schoentrup's and Richmond's tax avoidance scheme
7 and voiced his concern to his supervisors (Schoentrup and Richmond) that the scheme could be
8 illegal.

9 58. The Proper Media Operating Agreement provides as follows with respect to
10 termination of members:

11 The Company's Members shall each have voting power equal to their share of
12 Membership Interest in the Company. However, in the case of terminating a
13 Member's employment with the Company, at least one Member in addition to
14 Christopher Richmond and Drew Schoentrup must vote in favor of termination.

15 59. On information and belief, no member aside from Schoentrup and Richmond
16 voted in favor of terminating Green.

17 60. The Operating Agreement further provides:

18 1. *Loyalty and Care.* Except to the extent otherwise provided herein, each
19 Member shall have a fiduciary duty of loyalty and care similar to that of members
20 of limited liability companies organized under the laws of California.

21 2. *Competition with the Company.* The Members shall refrain from dealing with
22 the Company in the conduct of the Company's business as or on behalf of a party
23 having an interest adverse to the Company unless a majority of the Members
24 excluding the interested Member, consents thereto. The Members shall refrain
25 from competing with the Company in the conduct of the Company's business
26 unless a majority of the Members excluding the interested Member, consents
27 thereto. In the event that a Member is the sole Member of the Company, no vote
28 shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and
care are to the Company and not to the other Members. The Members shall owe
fiduciary duties of disclosure, good faith and fair dealing to the Company and to
the other Members. A Member who so performs their duties shall not have any
liability due to being or having been a Member.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Officer
shall have a fiduciary duty of loyalty and care similar to that of officers of limited
liability companies organized under the laws of California.

1 2. *Competition with the Company.* The Officers shall refrain from dealing with
2 the Company in the conduct of the Company's business as or on behalf of a party
3 having an interest adverse to the Company unless a majority of the Members,
4 excluding the interested Officer if that Officer is a Member, consents thereto. The
5 Officers shall refrain from competing with the Company in the conduct of the
6 Company's business unless a majority of the Members, excluding the interested
7 Officer if that Officer is a Member, consents thereto. In the event that the
8 interested Officer is the sole Member, no vote shall be required.

9 3. *Duties Only to the Company.* The Officers' fiduciary duties of loyalty and care
10 are to the Company and not to the Members or other Officers. The Officers shall
11 owe fiduciary duties of disclosure, good faith and fair dealing to the Company and
12 to the Members, but shall owe no such duties to Officers unless the Officer is a
13 Member. An Officer who so performs their duties shall not have any liability due
14 to being or having been an Officer.

15 61. On March 9, 2017, Bardav sent a notice of termination of the General Services
16 Agreement to Proper Media. On information and belief, Bardav terminated the GSA in part
17 because of the Puerto Rico tax avoidance scheme Richmond and Schoentrup had cooked-up
18 without Bardav's knowledge or consent.

19 62. Also on March 9, 2017, Schoentrup sent Green a message stating that Schoentrup
20 wanted to move forward quickly with the buyout of Green's Proper Media interest.

21 63. Between March 17, 2017 and April 3, 2017, Schoentrup and Richmond negotiated
22 with Green the terms of his Proper Media buyout. Among the terms that Schoentrup and
23 Richmond demanded was that Green sign a voting proxy for his Bardav interest that would give
24 Schoentrup and Richmond the power to vote Green's 3.33% interest in Bardav. Schoentrup and
25 Richmond also proposed a buyout price that was far less than what Green was entitled to under
26 the buyout provision of the Operating Agreement.

27 64. On April 3, 2017, Green sent an email to Richmond stating that he could not
28 accept the additional terms that Schoentrup and Richmond were attempting to impose upon the
29 buyback of his membership interest and that he would therefore insist upon the buyback
30 occurring according to the terms set forth in the Operating Agreement Schedule B.

31 65. On May 2, 2017 at 9:41 a.m., Schoentrup sent Green an email stating:

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1 As you may know, we have some significant disputes with you regarding you
2 breaching your duties to Proper Media and its other members as a result of
3 working for Bardav and interfering with Proper Media's contract with Bardav.
4 For this reason, we would like to have a mediation session on the phone today at
5 either 3:00 p.m. or 5:00 p.m. PST. The conference call-in information is: 719-
6 394-0492 PIN 68101.

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66. Green responded to this email on May 2, 2017 at 9:58 a.m., stating in relevant
part:

I'll get back to you on this after I speak with my lawyer regarding my obligations
to participate.

67. The Proper Media Operating Agreement states with respect to mediation:

All Members agree to enter into mediation before filing suit against any other
Member or the Company for any dispute arising from this Agreement or
Company. Members agree to attend one session of mediation before filing suit. If
any Member does not attend mediation, or the dispute is not settled after one
session of mediation, the Members are free to file suit. Any law suits will be
under the jurisdiction of the state of California.

68. Schoentrup, Richmond, and Proper Media did not wait for Green to consult
counsel and respond to Schoentrup's mediation request. The parties held no mediation session.
Instead, Schoentrup, Richmond, and Proper Media filed a complaint against Green three days
later, on May 5, 2017.

69. Schoentrup and Richmond now have total control over the business of Proper
Media. Using that control, they are now holding Bardav hostage by (1) refusing to allow Proper
Media to pay Bardav's share of revenue it generated through advertising on Snopes.com, where
all such revenues are paid to Proper Media and where Proper Media should distribute Bardav's
share of those revenues in accordance with the GSA; and (2) wrongfully withholding Bardav's
intellectual property, including their secret and copyrighted source code that would allow Bardav
to extricate itself from its relationship with Proper Media, Richmond, and Schoentrup. Such
conduct has had a negative impact on the value of Green's ownership interest in Bardav.

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FIRST CAUSE OF ACTION
INTENTIONAL MISREPRESENTATION
(Against Schoentrup)

70. Green incorporates by reference as though fully set forth herein the allegations in each of the foregoing Paragraphs of the Cross-Complaint.

71. Schoentrup represented to Green on August 19, 2016 that “[t]o mitigate any heartburn that this may cause, Chris and I will execute an indemnity agreement basically saying that should Diamond Creek come after anyone other than us, we will step in and assume that liability and the costs incurred.”

72. Schoentrup’s representation was false, including but not limited to because neither Schoentrup nor Richmond signed any indemnification agreement in favor of Green with respect to the DCC loan and because Schoentrup and Richmond have affirmatively threatened Green with the possibility that DCC may come after him for 100% of the multi-million dollar loan amount.

73. Schoentrup knew that the representation was false when he made it, or he made the representation recklessly and without regard for its truth. Green is informed and believes that Schoentrup never intended to sign any indemnification agreement and never intended that he or Richmond would indemnify Green in the event that DCC came after Green for the loan.

74. Schoentrup intended that Green rely on the representation and, on information and belief, Schoentrup made the representation specifically in order to entice Green to sign the DCC Loan Agreement and the personal guarantee.

75. Green reasonably relied on Schoentrup’s false statement, including by signing the DCC Loan Agreement and the personal guarantee.

76. Green was harmed as a result of Schoentrup’s fraud, including without limitation by being exposed to liability in the event of a default on the DCC loan and by impairing the value of Green’s ownership interest in Bardav. Green’s reliance on Schoentrup’s representation was a substantial factor in causing his harm.

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1 **SECOND CAUSE OF ACTION**

2 **FALSE PROMISE**

3 **(Against Schoentrup)**

4 77. Green incorporates by reference as though fully set forth herein the allegations in
5 each of the foregoing Paragraphs of the Cross-Complaint.

6 78. Schoentrup promised to Green on August 19, 2016 that “[t]o mitigate any
7 heartburn that this may cause, Chris and I will execute an indemnity agreement basically saying
8 that should Diamond Creek come after anyone other than us, we will step in and assume that
9 liability and the costs incurred.”

10 79. Schoentrup’s representation was important to the transaction, including because
11 DCC was demanding personal guarantees that would obligate each of the borrowers, including
12 Green, to personally guarantee repayment of the entirety of the multi-million dollar loan.

13 80. Schoentrup did not intend to perform this promise when he made it. Green is
14 informed and believes that Schoentrup never intended to sign any indemnification agreement and
15 never intended that he or Richmond would indemnify Green in the event that DCC came after
16 Green for the loan.

17 81. Schoentrup intended that Green rely on the promise and, on information and
18 belief, Schoentrup made the promise specifically in order to entice Green to sign the DCC Loan
19 Agreement and the personal guarantee.

20 82. Green reasonably relied on Schoentrup’s false statement, including by signing the
21 DCC Loan Agreement and the personal guarantee.

22 83. Schoentrup did not perform the promised act. Neither Schoentrup nor Richmond
23 ever signed any indemnification agreement in favor of Green with respect to the DCC loan.

24 84. Green was harmed as a result of Schoentrup’s fraud, including without limitation
25 by being exposed to liability in the event of a default on the DCC loan and by impairing the
26 value of Green’s ownership interest in Bardav. Green’s reliance on Schoentrup’s representation
27 was a substantial factor in causing his harm.

28 ///

THIRD CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION
(Against Schoentrup)

85. Green incorporates by reference as though fully set forth herein the allegations in each of the foregoing Paragraphs of the Cross-Complaint.

86. Schoentrup represented to Green on August 19, 2016 that “[t]o mitigate any heartburn that this may cause, Chris and I will execute an indemnity agreement basically saying that should Diamond Creek come after anyone other than us, we will step in and assume that liability and the costs incurred.”

87. Schoentrup’s representation was false, including but not limited to because neither Schoentrup nor Richmond signed any indemnification agreement in favor of Green with respect to the DCC loan and because Schoentrup and Richmond have affirmatively threatened Green with the possibility that DCC may come after him for 100% of the multi-million dollar loan amount.

88. Schoentrup had no reasonable grounds for believing the representation was true when he made it.

89. Schoentrup intended that Green rely on the representation and, on information and belief, Schoentrup made the representation specifically in order to entice Green to sign the DCC Loan Agreement and the personal guarantee.

90. Green reasonably relied on Schoentrup’s false statement, including by signing the DCC Loan Agreement and the personal guarantee.

91. Green was harmed as a result of Schoentrup’s misrepresentation, including without limitation by being exposed to liability in the event of a default on the DCC loan and by impairing the value of Green’s ownership interest in Bardav. Green’s reliance on Schoentrup’s representation was a substantial factor in causing his harm.

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FOURTH CAUSE OF ACTION
BREACH OF CONTRACT (OPERATING AGREEMENT)
(Against Schoentrup and Richmond)

92. Green incorporates by reference as though fully set forth herein the allegations in each of the foregoing Paragraphs of the Cross-Complaint.

93. Green, Schoentrup, and Richmond were parties to the Operating Agreement.

94. In the Operating Agreement, Schoentrup and Richmond promised, among other things, to “enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company” and to “attend one session of mediation before filing suit.”

95. The Operating Agreement further provided that “in the case of terminating a Member’s employment with the Company, at least one Member in addition to Christopher Richmond and Drew Schoentrup must vote in favor of termination.”

96. Green has at all times performed the obligations required of him by the Operating Agreement other than those he was prevented from performing by Schoentrup or Richmond, or those he was excused from performing as a result of Schoentrup’s and Richmond’s breaches of the Operating Agreement.

97. By virtue of the acts and omissions alleged herein, Schoentrup and Richmond breached the Operating Agreement by failing to conduct mediation with Green prior to filing their Complaint and by terminating Green without the required vote of another member of Proper Media besides Schoentrup and Richmond.

98. As a direct, foreseeable, and proximate result of Schoentrup’s and Richmond’s breach of the Operating Agreement, Green has suffered harm, including but not limited to attorney’s fees incurred responding to and otherwise defending against Schoentrup’s and Richmond’s Complaint, in an amount to be proven at trial.

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FIFTH CAUSE OF ACTION
BREACH OF CONTRACT (INDEMNIFICATION)
(Against Schoentrup and Richmond)

99. Green incorporates by reference as though fully set forth herein the allegations in each of the foregoing Paragraphs of the Cross-Complaint.

100. On August 19, 2016, Schoentrup and Richmond offered to execute an indemnity agreement providing that Schoentrup and Richmond and/or Proper Media would “step in and assume that liability and the costs incurred” in the event that DCC attempted to impose on Green any liability for the loan.

101. Green accepted this offer, including by executing the DCC Loan Agreement and the personal guarantee of the multi-million dollar DCC loan.

102. Green has at all times performed the obligations required of him by the agreement other than those he was prevented from performing by Schoentrup and Richmond, or those he was excused from performing as a result of Schoentrup’s and Richmond’s breaches of the agreement.

103. By virtue of the acts and omissions alleged herein, Schoentrup and Richmond breached the agreement by failing to execute the indemnification agreement that they promised to execute.

104. As a direct, foreseeable, and proximate result of Schoentrup’s and Richmond’s breach of the agreement, Green has been injured in an amount to be proven at trial.

SIXTH CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY (PROPER MEDIA)
(By Green Against Schoentrup and Richmond)

105. Green incorporates by reference as though fully set forth herein the allegations in each of the foregoing Paragraphs of the Cross Complaint.

106. At all relevant times, Green owned a 6.66% membership interest in Proper Media.

107. At all relevant times, Schoentrup and Richmond each owned a 40% membership interest in Proper Media.

109. Schoentrup and Richmond breached their fiduciary duties to Green by concocting and implementing a scheme whereby Schoentrup and Richmond would route their share of Proper Media's profits through a Puerto Rican shell company and thereby attempt to avoid paying state and federal income tax, while at the same time paying Green's share of the profits as a "bonus," which would have a negative tax impact on Green as compared to receiving a distribution. Schoentrup and Richmond also breached their fiduciary duties to Green by refusing to allow Proper Media to pay Bardav's share of revenue it generated through advertising on Snopes.com and refusing to turn over Bardav's source code and other proprietary materials, thereby impairing the value of Green's interest in Bardav.

110. As a direct and proximate result of Schoentrup's and Richmond's wrongful conduct, Green has suffered damages in an amount to be proven at trial, including but not limited to the loss of income as a minority shareholder resulting from receiving a "bonus" instead of a distribution and the impairment of Green's Bardav interest from Proper Media withholding revenue and resources it should have disbursed or returned to Bardav.

SEVENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Against Proper Media, Schoentrup, and Richmond)

111. Green incorporates by reference as though fully set forth herein the allegations in each of the foregoing Paragraphs of the Cross-Complaint.

112. Green was an employee of Proper Media.

113. Green is informed and believes that Proper Media wrongfully terminated him as part of a scheme by Schoentrup and Richmond to avoid paying state and federal income tax, in violation of well-settled California public policy, including but not limited to the policy against tax evasion set forth in California Revenue and Taxation Code Section 19701, *et seq.*, and 26 U.S.C. § 7201.

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EIGHTH CAUSE OF ACTION

RETALIATION

(Against Proper Media, Schoentrup, and Richmond)

119. Green incorporates by reference as though fully set forth herein the allegations in each of the foregoing Paragraphs of the Cross-Complaint.

123. As a direct, foreseeable, and proximate result of Proper Media's illegal and retaliatory termination of Green, Green has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and Green has suffered other economic losses in an amount to be determined at time of trial. Green has sought to mitigate these damages.

124. As a further direct, foreseeable, and proximate result of Proper Media's conduct, Green has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to his damage in a sum to be established according to proof.

125. As a result of Proper Media's deliberate, outrageous, and despicable conduct, Green is entitled to recover punitive and exemplary damages in an amount commensurate with Proper Media's wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

126. In addition to such other damages as may properly recovered herein, Green is entitled to recover prevailing party attorneys' fees.

NINTH CAUSE OF ACTION

DECLARATORY RELIEF

(Against Proper Media, Schoentrup, and Richmond)

127. Green incorporates by reference as though fully set forth herein the allegations in each of the foregoing Paragraphs of the Cross-Complaint.

128. A dispute has arisen between the parties regarding Green's ownership of his 3.33% interest in Bardav.

129. Green desires a judicial determination of the parties' rights with respect to this dispute, and in particular that Green is the owner of all right, title, and interest in the 3.33% interest in Bardav that he acquired pursuant to the July 1, 2016 Stock Purchase Agreement.

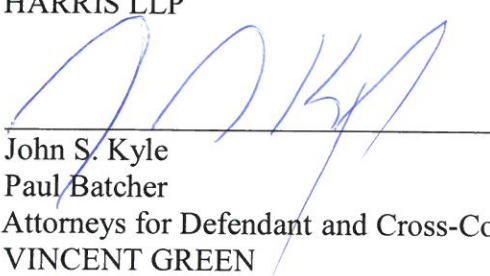
PRAYER FOR RELIEF

- A. For compensatory damages according to proof;
- B. For punitive damages;
- C. For a declaration that Green is the owner of all right, title, and interest in the 3.33% interest in Bardav that he acquired pursuant to the July 1, 2016 Stock Purchase Agreement;
- D. For interest according to California law;
- E. For attorneys' fees and costs of suit; and
- F. For such other and further relief as this Court deems just and proper.

Dated: July 14, 2017

KYLE HARRIS LLP

By:



John S. Kyle
Paul Batcher
Attorneys for Defendant and Cross-Complainant
VINCENT GREEN

EXHIBIT A



GENERAL SERVICES AGREEMENT			
Publisher: Bardav, Inc., (Snopes)		Jurisdiction of Organization:	
URL of Publisher: www.snopes.com			
Address:		City:	State:
Country:	Zip:	Phone:	
Contact Person: David Mikkelson			
Phone:			
E-mail:			

Agent: Proper Media, LLC		Jurisdiction of Organization: California	
Address: 4155 Mission Blvd.		City: San Diego	State: CA
Country: USA	Zip: 92109	Phone: (509) 995-5654	
Contact Person: Drew Schoentrup			
Phone: (509) 995-5654			
E-mail: drew@proper.io			

WHEREAS, The Publisher is the owner and/or operator of Snopes.com (the "Website"); and

WHEREAS, The Publisher wishes to retain the Agent to provide content and website development services as well as advertising sales and trafficking, as set forth in this Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Publisher (each a "Party" and, collectively, the "Parties"), intending to be legally bound, do hereby agree as follows:

Effective Date: August 11, 2015	"Term" means the period commencing upon the effective date and ending upon the termination of this agreement in accordance with Section 7.
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In consideration of the terms and conditions set forth herein, the Parties hereby agree as follows:

1. Website Content

1.1. Staff: At Publisher's discretion, Agent shall recruit, train and manage a staff of writers, researchers, and editors (collectively the "Staff"), all of whom shall be employees or independent contractors of Agent, not of Publisher, for the purpose of generating high quality, relevant articles ("Content") and publishing such Content to the Website. It is anticipated that the Content will include news related to current events as well as research and fact checks related to rumors and myths, both viral and historical.

1.2. Editorial Guidelines: Publisher and Agent shall work together to establish editorial guidelines for the Content. Agent will be responsible to enforce these guidelines through the Content Management System described in Section 2.1 and management of the Staff.

1.3. Disputes: In the event a dispute arises between Publisher and Agent regarding the Staff, Content or Editorial Guidelines, Publisher will retain sole discretion on how to resolve such a dispute.

2. Infrastructure

2.1. Content Management: Agent shall extend Publisher's existing WordPress Content Management System, incorporating plugins and tools as necessary, to support and enhance the Staff's ability to develop and publish Content.

2.2. Design: The Website's current design spans a number of page templates and themes. Agent shall design a mobile-first responsive, unified theme and redevelop the various templates to conform to this theme. Publisher will retain control over the final theme and templates to be used on the live version of the Website.

2.3. Servers: Agent shall consolidate Publisher's existing server configuration to use load-balanced Linux servers paired with a MySQL database server and a content delivery network. It is envisioned that the consolidation will increase the speed, redundancy, and efficiency of the Website, while at the same time lowering the corresponding server related expenses. Further, Agent shall be responsible to maintain the servers described herein and to make all reasonable efforts to maximize up-time, speed and efficiency for the Website.

2.4. Domains: The Website currently spans multiple domains, including snopes.com, m.snopes.com and new.snopes.com. Utilizing practices that will preserve existing Search Engine Optimization and link structures, Agent shall merge all domains associated with the Website to snopes.com. Additionally, Agent shall migrate hard-coded content currently associated with these domains to the Content Management System described in Section 2.1.

3. Advertisements

3.1. Representation: Agent shall represent Publisher with respect to the placement of advertisements on the Publisher's Website, including without limitation, banner and video advertisements, "native" and in-content ads, the solicitation of Website advertising purchases directly from Advertisers (including Exchanges, Agencies, Demand Side Partners, Brands, etc.) for placement on the Website, and the reporting of the results therefrom to Advertisers and the Publisher. In connection with the foregoing, Agent shall provide trafficking and reporting to Publisher.

3.2 Online Tracking System: Agent shall maintain an online tracking system, which, among other things, identifies the revenue earned, impressions served, and average CPM on a daily basis. Agent shall use its best efforts to ensure that the information in its online tracking system is accurate.

3.3 License Grant: Publisher hereby grants Agent the primary exclusive right to sell and market all advertisements on the Website during the term of this agreement. Publisher maintains the right to refuse to run any ad type or placement.

3.4. Placement and Management: Agent shall place and manage all advertisements through its ad-server and will be responsible for all aspects of ensuring advertisements are served properly, on time, and appropriately targeted.

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3.5. Agent Commission Rate: The Agent shall pay to Publisher all amounts invoiced or to be invoiced by the Agent to advertisers for advertising placed on the Website up to \$85,000 per month (the "Baseline") and fifty (50) percent of all amounts above the Baseline, calculated on a monthly basis ("Net Revenue").

3.6. ComScore Assignment: Publisher shall sign the Traffic Assignment Request for ComScore Inc. Reporting which is attached hereto as Exhibit "A."

3.7. Other than the commissions in this Section, and the expense reimbursements in Section 5, Agent shall not be entitled to any fixed compensation for its services.

4. Billing & Payment

4.1. Agent's Obligations: Agent shall invoice and collect all advertising revenue from Advertisers for content sold by Agent for placement on the Website.

4.2. Collections: Agent will use commercially reasonable efforts to collect any monies owed to Agent by Advertisers.

4.3. Payment to Publisher: Regardless of whether the Agent has been paid by all Advertisers, the Agent shall pay Publisher the Net Revenue for each month no later than forty-five (45) days from the end of the month for which advertising was run on the Website provided that the 45th day falls on a weekday and, if it falls on a weekend, the next business day. Publisher is responsible for all sales taxes, use taxes and any other similar taxes imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Agent's net income.

4.4. Revenue Derived by Fraud: Agent shall not be liable for any payment based on (a) any fraudulent impressions generated by any person, bot, automated program or similar device or for fraudulent clicks similarly generated on any ad, as reasonably determined by Agent; (b) ads delivered to end users whose browsers have the ads disabled; (c) or impressions co-mingled with a significant number of fraudulent impressions or fraudulent clicks described in (a) above, or as a result of other breach of this Agreement by Publisher for any applicable pay period. Agent reserves the right to withhold in the event of any breach of this Agreement.

5. Additional Expenses

Publisher's Expenses:

5.1. Staff: Expenses paid directly to the Staff described in Section 1.1. Agent shall be responsible for making such payments to the Staff and deducting this amount from the Net Revenue.

5.2. Infrastructure: A \$2,500 monthly fee for the Infrastructure described in Section 2.

5.3. Budget: Agent shall provide to Publisher a monthly budget of all expenses for Publisher's prior approval and shall not exceed this budget by more than 10% without express written approval of Publisher.

Agent's Expenses:

5.4 Agent shall be responsible to pay for all expenses incurred from the Infrastructure described in Section 2 in excess of Publisher's fee set forth in Section 5.2, including expenses for Servers and expenses incurred as a result of hiring third-party independent contractors for website related development.

6. Marketing/Public Relations

6.1. Agent may refer to the Publisher and the Website in Agent's corporate web site, press releases and marketing collateral.

7. Term & Renewal

7.1. Term: This Agreement shall remain in effect for a period of one (1) year from the date hereof (the "Initial Term"). Either party may terminate this Agreement by providing the other party with sixty (60) days written notice, with or without cause, prior to the expiration of the Initial Term. Unless previously terminated by notice as provided above, at the end of the Initial Term this Agreement shall renew for additional one (1) month terms (each a "Renewal Term") unless and until either party provides the other party with written notice of termination, with or without cause, at least sixty (60) days prior to renewal.

7.2. Termination by Publisher: Publisher may terminate this Agreement by written notice to Agent if any of the follow events occur:

- (i) Agent fails to pay any amount due to Publisher within ten (10) days after Publisher gives Agent written notice of such nonpayment; or
- (ii) Agent is in material breach of any term, condition, or provision of this Agreement and such breach is not cured within ten (10) days after Publisher gives Agent notice of such breach.

7.3. Termination by Agent: Agent may terminate this Agreement by written notice to Publisher if any of the follow events occur:

- (i) Publisher is in material breach of any term, condition, or provision of this Agreement and such breach is not cured within ten (10) days after Agent gives Publisher notice of such breach.

8. Right of First Refusal

8.1. Agent is hereby granted a right of first refusal to purchase all or a portion of the Website for the same price and on the same terms and conditions as Publisher is prepared to accept from a third party buyer at any time during the during the Initial Term or a Renewal Term of this Agreement. Publisher shall notify Agent of the receipt of an offer to purchase the Website that Publisher is prepared to accept, prior to accepting the same, and Agent shall have thirty (30) days after receipt thereof to notify Publisher that Agent elects to exercise its right of first refusal and purchase the Website on such terms and conditions.

9. Representations, Warranties and Covenants

9.1. The Publisher hereby represents, warrants and covenants that: (i) all of the information provided by Publisher to enter into this Agreement is correct and current; (ii) Publisher is the owner of the Website or legally authorized to act on behalf of the owner of such Website for the purposes of this Agreement; (iii) use of the Website by Agent or any of Agent's Advertisers will not infringe upon any third party intellectual property rights, including, without limitation, United States or foreign trademarks, patents, copyrights, rights of publicity, moral rights, music performance or other music-related rights, or any other third-party right; (iv) the Website does not and will not contain any content which violates any applicable law or regulation, and (v) Publisher has all necessary rights and authority to enter into this Agreement and place advertising, and authorize the placement of advertising on the Website.

10. Indemnification

10.1. Each Party and its successors and assigns shall indemnify, defend, and hold harmless the other Party, its affiliated companies, and their successors and assigns from and against any and all: demands, judgments, losses, costs, expenses (including, but not limited to, the cost of obtaining an opinion of counsel in response to a notice of potential infringement of the rights of any other person or organization), obligations, liabilities, damages, fines, recoveries and deficiencies, including without limitation interest, penalties, reasonable attorneys' fees and costs (collectively, "Losses") in connection with a claim, action, suit or proceeding made, brought or commenced by a third party other than an affiliated company of the indemnified Party (each, a "Claim"), that any such party may incur or suffer, which arise, result from, or relate to the breach by the indemnifying Party of any of its representations, warranties or covenants set forth in this Agreement.

11. Liability

11.1. No Liability. AGENT IS NOT AND SHALL NOT BE LIABLE FOR THE CONTENT OF THE ADVERTISING SUPPLIED BY ADVERTISERS. AGENT MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

12. General

12.1. Waiver: Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if in writing and signed by the Parties. Failure by either Party to enforce any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.2. Severability: If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced unless the severance of the unenforceable provision renders the agreement commercially unreasonable for either party.

12.3. Binding Effect: This agreement inures to the benefit of and is binding upon the parties, their respective successors in interest and their assigns by way of merger, sale, acquisition, transfer of substantially all of the transferring party's assets, stock or business, including the Website.

12.4. Choice of Law: This Agreement is governed by the laws of the State of California.

12.5. Entire Agreement: This is the entire agreement of the parties relating to this subject and it supersedes all other commitments, negotiations and understandings.

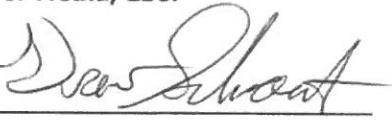
Bardav, Inc. By: _____	Print Name and Title: 	Date:
Proper Media, LLC: By: <u></u>	Print Name and Title: Drew Schoentrup Member	Date: August 11, 2015

Exhibit A**Traffic Assignment Request for comScore, Inc., Reporting**

I, David Mikkelson, Owner of Bardav, Inc. ("Bardav"), certify that Bardav is the majority owner of www.snopes.com and enjoys a legitimate business relationship with Proper Media, LLC, justifying the aggregation of this traffic, and requests assignment of the traffic to these URLs from Bardav to Proper Media, LLC in the comScore Inc. syndicated audience measurement reports.

In requesting this assignment, I understand that Bardav will not receive credit for traffic to these URLs in the syndicated audience reports for those entities where Proper Media, LLC elects to include these URLs. These URLs may not be assigned to any other company during the term of the Agreement between Bardav and Proper Media, LLC. In the event that comScore Inc. receives multiple requests for assignment of the same URL, comScore Inc. will review and honor the request most recently received.

I understand that this request is subject to review by comScore Inc. to determine that the assignment of traffic is consistent with comScore Inc. reporting rules. comScore Inc. retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with comScore Inc. reporting rules. If necessary, comScore Inc. may require additional documentation to verify ownership of the URLs before granting this request. For example, if Bardav is not the named registrant of the URLs listed below, Bardav must provide documentation demonstrating that the registrant of those URLs is (1) owned or (2) employed by Bardav.

I understand that acceptance of this letter by comScore Inc. imposes no legal liability whatsoever on comScore Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached URLs. I understand that Bardav is fully responsible for timely notification to comScore Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those URLs.

URLs

www.snopes.com

Signature

Name

Title

Company

Date

CONFIDENTIAL

EXHIBIT B



Vinny Green <vinny@proper.io>

FW: Draft Loan Agreement

2 messages

Drew Schoentrup <drew@proper.io>

Sat, Aug 20, 2016 at 11:05 AM

To: Chris Richmond <chris@proper.io>

Cc: Ryan Miller <ryan@proper.io>, "tyler@proper.io" <tyler@proper.io>, Vinny Green <vinny@proper.io>

Here is a draft of the loan agreement. I haven't reviewed, and I am not sure how much we will actually end up taking.

The biggest issue for the union is that you are personally listed on the loan docs and joint and severally liable – meaning should we default, Diamond Creek can seek payment in full from any one of us individually – basically they will go where the money is. To mitigate any heartburn that this may cause, Chris and I will execute an indemnity agreement basically saying that should Diamond Creek come after anyone other than us, we will step in and assume that liability and the costs incurred.

From: John Devenny <jdevenny@diamondcreekcap.com>

Date: Friday, August 19, 2016 at 6:41 PM

To: Drew Schoentrup <drew@proper.io>

Subject: Draft Loan Agreement

Attached is a draft of the loan agreement. I am still reviewing myself so forgive anything that looks to deviate from the term sheet. I wanted to get it in your hands before the weekend. Cheers.

From: Drew Schoentrup <drew@proper.io>

Date: Friday, August 19, 2016 at 10:06 AM

To: JOHN DEVENNY <jdevenny@diamondcreekcap.com>

Subject: Re: Revised Term Sheet

Here is another flowchart. Does this help?

From: John Devenny <jdevenny@diamondcreekcap.com>

Date: Friday, August 19, 2016 at 12:49 PM

To: Drew Schoentrup <drew@proper.io>

Subject: Re: Revised Term Sheet

Thank you!

From: Drew Schoentrup <drew@proper.io>

Date: Friday, August 19, 2016 at 8:53 AM

To: JOHN DEVENNY <jdevenny@diamondcreekcap.com>

Subject: Re: Revised Term Sheet

How about this?

From: John Devenny <jdevenny@diamondcreekcap.com>

Date: Friday, August 19, 2016 at 11:51 AM

To: Drew Schoentrup <drew@proper.io>

Subject: Re: Revised Term Sheet

I tried to do that, but couldn't figure it out. Can you do it and just send to me in Word. I am sorry to be a pain, but I am trying to get this done as quickly as possible. Thanks.

From: Drew Schoentrup <drew@proper.io>
Date: Friday, August 19, 2016 at 8:48 AM
To: JOHN DEVENNY <jdevenny@diamondcreekcap.com>
Subject: Re: Revised Term Sheet

You can import the entire pdf into a word document as an image – or if there are specific sections of the report you want separately I can send over images that you can drop into the word document – just let me know the sections. There is no word format option when exporting from Google Analytics though.

Vinny is working up the diagram right now.

From: John Devenny <jdevenny@diamondcreekcap.com>
Date: Friday, August 19, 2016 at 11:42 AM
To: Drew Schoentrup <drew@proper.io>
Subject: Re: Revised Term Sheet

These google analytics pages are great. However, I am an inept editor when it comes to these things. Is there a way to copy these into a Word document? Or can you send them to me in a word or other format that I can cut and paste into word.

From: Drew Schoentrup <drew@proper.io>
Date: Thursday, August 18, 2016 at 11:58 AM
To: JOHN DEVENNY <jdevenny@diamondcreekcap.com>
Subject: Re: Revised Term Sheet

Wire has been sent out and you should receive shortly. Answers to your questions are below and documents attached.

1.) I've attached a high level description of Proper Media, Tropes, and Bardav, as well as an organizational chart that shows the flow of money between all of our companies, including the one we recently set up in Puerto Rico. If PR complicates this deal, let me know and I can make a chart without that portion (it's not really relevant to this deal).

2.) Resumes are attached, and here are brief bios are below.

3.) A/R agings as of July 31, 2016, are attached for Proper Media, Tropes, and Bardav.

4.) We use Google Analytics to track on-site data. Attached high-level overviews for snopes.com and tvtropes.org

5.) Working on a list, will send a little later.

6.) See attachments for No. 1

—
Bios
—

Drew Schoentrup

Drew brings a diverse background in law, finance, programming, and engineering to the Proper Media team. His day-to-day joys include pursuing new partnerships and avenues for growth, liaising with financial institutions, and grinding away on big tech dreams.

After earning separate degrees in Computer Engineering and Computer Science from Gonzaga University, Drew followed his "love" for the law to Seattle University. Upon graduation from law school, Drew relocated to San Diego to work as a patent attorney for the top ranked intellectual property law firm of Fish & Richardson. Several years and one jury trial later, armed with a wealth of knowledge and experience, Drew ventured out with Chris to offer their combined skills to large web publishers.

As an avid consumer of knowledge, and since three degrees and three bar exams were not enough, Drew is now moonlighting as a finance hobbyist and pursuing the CFA designation. In his remaining free time, Drew dreams of big sailing adventures and jumping out of helicopters on the ski slopes.

Chris Richmond

Chris is the CEO of Proper Media. His roles include a bit of everything with emphasis on tech issues that seem impossible to solve.

Chris attended the University of Las Vegas at the age of 16, however he dropped out after only 3 semesters to begin his life as a serial entrepreneur. As a self-taught programmer, he has been developing successful websites for more than a decade. Chris founded his first large website in 2007 called ShareTV.com which became one of the first online distribution partners of HULU and TheWB. A week after launching the project an article announcing the site went viral bringing more than 20,000 visitors that day. The site continued to grow over the years to millions of monthly visitors streaming hundreds of thousands hours of television on the site.

In 2015 Chris helped found Proper Media to take the knowledge of running large-scale websites to new heights.

From: John Devenny <jdevenny@diamondcreekcap.com>
Date: Thursday, August 18, 2016 at 2:17 PM
To: Drew Schoentrup <drew@proper.io>
Subject: Re: Revised Term Sheet

Great. Please provide the following to the extent available

1. presentation/description on your business, CIM etc. In Word preferably
2. Bios on yourself and Chris
3. A/r agings
4. Any metrics you have showing the number of monthly readers and how that info is accessed.
5. Dates of inception and high level terms of major proper clients together with metrics on monthly viewership.
6. Vinny said he was going to put together a chart on the business model.

John Devenny
[949 375 4561](tel:9493754561)

On Aug 18, 2016, at 10:55 AM, Drew Schoentrup <drew@proper.io> wrote:

Attached are the documents related to the purchase. I will send the wire out now. In response to your other email, I am your contact for all financial information.

From: John Devenny <jdevenny@diamondcreekcap.com>
Date: Thursday, August 18, 2016 at 1:39 PM
To: Drew Schoentrup <drew@proper.io>
Subject: Re: Revised Term Sheet

Please send along the Seller Note and SPA as soon as practicable.

From: Drew Schoentrup <drew@proper.io>
Date: Thursday, August 18, 2016 at 9:08 AM
To: JOHN DEVENNY <jdevenny@diamondcreekcap.com>
Subject: Re: Revised Term Sheet

Signed copy attached.

From: John Devenny <jdevenny@diamondcreekcap.com>
Date: Thursday, August 18, 2016 at 12:03 PM
To: Drew Schoentrup <drew@proper.io>
Subject: Re: Revised Term Sheet

Here you go.

From: Drew Schoentrup <drew@proper.io>
Date: Thursday, August 18, 2016 at 8:02 AM
To: JOHN DEVENNY <jdevenny@diamondcreekcap.com>
Subject: Re: Revised Term Sheet

This looks good to me. If I am reading this right, the personal guaranty is just from Chris and myself, or does the nature of this being a personal loan impose joint and severable liability to all borrowers? Just wondering whether I need the indemnity agreement for the minority partners.

Barbara's last name is Mikkelsen, with an M.

From: John Devenny <jdevenny@diamondcreekcap.com>
Date: Thursday, August 18, 2016 at 10:09 AM
To: Drew Schoentrup <drew@proper.io>
Subject: Revised Term Sheet

Here you go, Drew. I tried to incorporate everything we discussed last night. Its a little wordy, but I think it captures the sense of what we are trying to do. Things may change a little in legal documentation so don't get too wrapped up in the language.

We (and Investors) are ready to move forward under these terms, so assuming you want to move forward, I have scheduled a meeting with our attorney for this morning to run legal simultaneous with due diligence. We have until the Tuesday after next. That should give us plenty of time. Cheers.

From: Drew Schoentrup <drew@proper.io>
Date: Wednesday, August 17, 2016 at 9:53 PM
To: JOHN DEVENNY <jdevenny@diamondcreekcap.com>
Subject: Re: Need to talk

Sure am. My number is [509.995.5654](tel:509.995.5654).

On Aug 17, 2016 6:51 PM, "John Devenny" <jdevenny@diamondcreekcap.com> wrote:

No worries. Are you available to speak around 715?

John Devenny
[949 375 4561](tel:949.375.4561) <<tel:949%20375%204561>>

On Aug 17, 2016, at 6:05 PM, Drew Schoentrup <drew@proper.io> wrote:

Hi John, sorry for the radio silence. Out of cell range most the day. Back now if you are available.

On Aug 17, 2016 4:03 PM, "John Devenny" <jdevenny@diamondcreekcap.com> wrote:

Sorry to pester you, but I wanted make you saw my earlier email. In the interest of time I need to discuss some legal issues around how we might be able to structure this. Thanks.

John Devenny
[949 375 4561](tel:9493754561) <tel:949%20375%204561>

On Aug 15, 2016, at 10:20 AM, Drew Schoentrup <drew@proper.io> wrote:

Hi John,

Nice to meet you as well. Tomorrow works for us. What time would you like to come by? I am out of town but will videoconference into the office.

- Drew

From: John Devenny <jdevenny@diamondcreekcap.com>
Date: Monday, August 15, 2016 at 1:09 PM
To: Michael Hom <mhom@ventana-group.com>
Cc: Drew Schoentrup <drew@proper.io>, Christina Fields <cfields@ventana-group.com>
Subject: Re: Introduction

Thank you, Michael. Pleasure to e-meet you, Drew. Tomorrow would be better for me, but I can make Wednesday work subject to time constraints. Thanks.

Best regards,
John

John Devenny
[949 375 4561](tel:9493754561) <tel:949%20375%204561>

On Aug 15, 2016, at 10:02 AM, Michael Hom <mhom@ventana-group.com> wrote:

John,
I would like to introduce to my client Drew Schoentrup of Proper Media. Because of the time constraints, I thought it best to get your groups together. Drew suggested a Wednesday meeting.

Sincerely,
Michael
Michael Hom
Managing Director

Ventana Group LLC
1111 Triton Drive Ste 100
Foster City CA 94404
T: 650.577.8555x111 <tel:650.577.8555x111>
F: 650.577.8554 <tel:650.577.8554>
C: 650.504.6123 <tel:650.504.6123>
E: mhom@ventana-group.com

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<Addendum to Stock Purchase Agreement of July 1, 2016.pdf>

<Exhibit 1 - (Promissory Note) - Payment Schedule.pdf>

<Exhibit 2 - (Promissory Note) - Guarantee.pdf>

<Exhibit A - Capital Stock Acquisition Chart.pdf>

<Exhibit B - Promissory Note.pdf>

<Stock Purchase Agreement.pdf>

 94K

Vinny Green <vinny@proper.io>
To: Ryan Miller <ryan@proper.io>

Mon, Feb 27, 2017 at 6:44 PM

----- Forwarded message -----

From: "Drew Schoentrup" <drew@proper.io>

[Quoted text hidden]

 **DCC-PM Loan Agreement (ALP 8-19-2016).docx**
94K

EXHIBIT C

**Limited Liability Company Agreement of
Proper Media, LLC,
a Limited Liability Company**

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Proper Media, LLC, a Member-managed California limited liability company (the "Company") formed under and pursuant to California law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under California law absent such a provision, this Agreement, to the extent permitted under California law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

4150 Mission Blvd., STE 220 San Diego, California 92109, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Josh Shirvanian. The Agent's registered office is 3160 Camino Del Rio South Suite 309 San Diego, CA 92108. The Company may change its registered office, its registered agent, or both, upon filing a statement with the California Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose: PROPER MEDIA, LLC will provide advertising and management solutions for web-based businesses.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under California law.

C. Duration. The Company's term shall commence upon the filing of Articles of Organization and all other such necessary materials with the state of California. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by California law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or California law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Drew Schoentrup, 40%

Christopher Richmond, 40%

Ryan Miller, 6.66%

Tyler Dunn, 6.68%

Vincent Green, 6.66%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by California law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

D. Withdrawal, Termination or Death of a Member. Should a Member die, be terminated from or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company in accordance with Attachment B.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company. However, in the case of terminating a Member's employment with the Company, at least one Member in addition to Christopher Richmond and Drew Schoentrup must vote in favor of termination.

2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other California limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of California.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

- i. One or more Members, Officers, or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
- ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
- iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in

the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a S-Corporation or C-Corporation at any time.

VI. Officers.

- A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a President, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Members. The Members may also choose one or more Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by California law. The Members may appoint such other Officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members may be removed at any time, with or without cause, by the affirmative vote of a majority of the Members. Any vacancy occurring in any office of the Company shall be filled by the Members. Unless the Members decide otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under California law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Members, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect.
2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Members may from time to time prescribe.
3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Members (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Members may from time to time prescribe.
4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by California law, and shall perform such other duties as may be prescribed by the Members or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Members may from time to time prescribe.
5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Members. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Members and shall render to the Chairman and to the Members, at their regular meetings or when the Members so require, an

account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Members forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to California law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Members (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Members not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

C. Fiduciary Duties of the Officers.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of limited liability companies organized under the laws of California.

2. *Competition with the Company.* The Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. The Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. In the event that the interested Officer is the sole Member, no vote shall be required.

3. *Duties Only to the Company.* The Officers' fiduciary duties of loyalty and care are to the Company and not to the Members or other Officers. The Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the Members, but shall owe no such duties to Officers unless the Officer is a Member. An Officer who so performs their duties shall not have any liability by reason of being or having been an Officer.

4. *Reliance on Reports.* In discharging the Officer's duties, an Officer is entitled to rely on information, opinions, reports, or statements, including

financial statements and other financial data, if prepared or presented by any of the following:

- i. One or more Members, Officers, or employees of the Company whom the Officer reasonably believes to be reliable and competent in the matters presented.
- ii. Legal counsel, public accountants, or other persons as to matters the Officer reasonably believes are within the persons' professional or expert competence.
- iii. A committee of Members of which the affected Officer is not a participant, if the Officer reasonably believes the committee merits confidence.

VII. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member

objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of California shall have been canceled in the manner required by California law.

E. Accounting. Within 60 days after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to California Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with California and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VIII. Exculpation and Indemnification.

A. No Member, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any

claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VIII shall survive any termination of this Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law.

X. Settling Disputes.

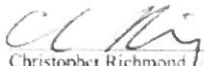
All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of California.

XI. General Provisions.


- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of California (without regard to conflicts of law principles thereof).
- G. Application of California Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of California law.
- H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with California law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of June 16, 2015.

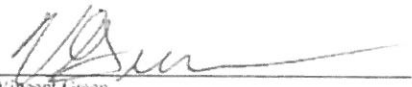
Owners


Christopher Richmond


Drew Schoentrup


Tyler Dahn


Ryan Miller


Vincent Green

Proper Media, L.L.C.

By: 
Christopher Richmond
CEO

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Proper Media, LLC are as follows:

Drew Schoentrup

Contribution:

Cash: \$400.00

Christopher Richmond

Contribution:

Cash: \$400.00

Ryan Miller

Contribution:

Cash: \$66.66

Tyler Dunn

Contribution:

Cash: \$66.68

Vincent Green

Contribution:

Cash: \$66.66

ATTACHMENT B

Buy-Sell Agreement

This Buy-Sell Agreement (this "**Agreement**") is made effective as of June 16, 2015 (the "Effective Date"), between and among Proper Media, LLC (the "**Company**") and each of the individuals listed on the attached **Schedule A** (each an "**Owner**," and collectively, the "**Owners**").

The Owners own all of the outstanding partnership interests of the Company (the "**Units**"), and desire to promote and protect their mutual interests and the interests of the Company. Therefore, the parties hereby agree as follows.

Article I - Sales and Transfers

1. General Transfer Restriction. No Owner (or any party acting on behalf of an Owner) may sell or transfer any of such Owner's Units, whether now owned or later acquired, except in accordance with the terms of this Agreement or by the written consent of the Company and all of the other Owners. Any attempted sale or transfer of any Units (or any interest in any Units) that violates the terms of this Agreement shall be void and shall not be binding upon, or recognized by, the Company or the Owners.

a. Sale or Transfer Defined. The phrase "sale or transfer" includes any sale, pledge, encumbrance, gift, bequest, or other transfer of any Units, whether or not the transfer would be made (i) for value, or (ii) to another Owner, or (iii) voluntarily or involuntarily or by operation of law, or (iv) during an Owner's lifetime or upon an Owner's death.

b. Sale or Transfer Exception. The phrase "sale or transfer" does not include Owner's transfer into a self-settled trust for estate planning purposes.

2. Permitted Voluntary Sale or Transfer During Lifetime. No Owner may voluntarily sell or transfer such Owners Units under any circumstances except as permitted in 1(b) above.

3. Involuntary Lifetime Disposition. Any Owner with knowledge of a possible Involuntary Lifetime Disposition (defined below) must promptly provide written notice to each of the other Owners describing the nature and details of the Involuntary Lifetime Disposition, as well as each involved party (the "**Third Party Transferee**"). The Owner shall be deemed to have offered to sell such Owner's Units (the "**Offered Units**") to the other Owners.

a. Involuntary Lifetime Disposition. An "**Involuntary Lifetime Disposition**" occurs when an Owner's Units, or any portion or interest in them, are involuntarily sold, transferred or otherwise disposed of, or an involuntary sale, transfer or disposal is threatened by any third person, whether by (i) sale upon the execution or in foreclosure of any pledge, hypothecation, lien or charge, or (ii) acquisition of an interest in such Units by a trustee in bankruptcy or a receiver, or (iii) any other means (but not including the death of the Owner or any purchase by the Other Owners pursuant to the other sections of

this Agreement), or (iv) a court order denying the Owner sole ownership of the Owner's Units in connection with a property division in a divorce proceeding.

b. First Option to Other Owners. Each of the other Owners shall have sixty (60) days from the effective date of such notice during which such other Owners may elect to buy the Offered Units in proportion to their respective ownership of all outstanding Units (excluding the Offered Units) or in such other proportion upon which the other Owners agree. If the other Owners exercise their option to buy some or all of the Offered Units, they shall acquire such Units at the purchase price and on the payment terms described in Articles II and III below.

c. Permitted Sale or Transfer to Third Party Transferee. If the other Owners do not validly exercise their option to buy all of the Offered Units within the 60-day period, then any remaining Offered Units may be transferred to the Third Party Transferee. However, the transfer must be made on the same terms and conditions as those contained in the notice to the other Owners. Further, the Third Party Transferee must agree in writing to be bound by the terms of this Agreement before or at the time of the transfer. If the transfer to the Third Party Transferee is not completed within sixty (60) days after the expiration of the other Owners' 60-day option period, then the authorization under this Agreement for such transfer shall be deemed withdrawn as if no such transfer had been contemplated and no notice had been given.

4. Termination of Employment. If any Owner (except for Drew Schoentrup and Christopher Richmond) is employed by the Company (an "**Employee-Owner**") and ceases to be an employee of the Company because the Employee-Owner is a Disabled Employee (see below), or for any other reason, then such Owner shall be deemed to have offered to sell all of his or her Units (the "**Offered Units**") to the Other Owners for the Purchase Price and on the Payment Terms described in Articles II and III below. Further, each other Owner shall agree to buy all of the Offered Units of the selling Employee-Owner in proportion to his or her respective ownership of all outstanding Units (excluding the Offered Units), or in such other proportion upon which the other Owners may agree. Such offer shall be deemed made on the date such Employee-Owner ceased to be an employee of the Company.

a. Disabled Employee. An Employee-Owner is a "**Disabled Employee**" when such person is (i) under a legal decree of incompetency, or (ii) eligible for benefits for more than 50% disability under any group or individual disability insurance policy (as confirmed by an insurance company), or (iii) unable to perform substantially all of his or her regular duties for a period which is reasonably expected to last at least 180 substantially consecutive days, as determined by an examining physician, to which examination each Employee-Owner hereby consents.

5. Death of an Owner. Upon the death of an Owner, his or her Personal Representative (*see paragraph 4.a below*) will immediately be deemed to have offered to sell to the other Owners all of the deceased Owner's Units (the "**Offered Units**") at the Purchase Price and on the Payment Terms described in Articles II and III below. Notwithstanding the actual closing date specified in

Article III, Section 2, the transfer of the Units shall be deemed effective at the close of business day of the deceased Owner's death.

- a. Personal Representative. A Seller's "**Personal Representative**" includes any administrator, personal representative, executor or trustee who has legal responsibility for managing and disposing of the Seller's Units. It also includes any person who succeeds in interest to such Units, if no such fiduciary has control over such Units.
 - b. First Option to Other Owners. Each of the other Owners shall have sixty (60) days from the effective date of such notice during which such other Owners may elect to buy the Offered Units in proportion to their respective ownership of all outstanding Units (excluding the Offered Units) or in such other proportion upon which the other Owners agree. If the other Owners exercise their option to buy some or all of the Offered Units, they shall acquire such Units at the purchase price and on the payment terms described in Articles II and III below.
 - c. Permitted Sale or Transfer to Successor in Interest. If the other Owners do not validly exercise their option to buy all of the Offered Units within the 60-day period, then any remaining Offered Units may be transferred to any person who succeeds in interest to such Units. The successor in interest of the deceased Owner's Units shall be bound by the terms of this agreement, but will be limited to 0 percent management control in the operation of the business.
6. Option of the Company. The other Owners shall have the option to transfer their collective purchase rights under sections 2, 3, 4, and 5 of this Article I to the Company. The Company shall be bound by the time periods set forth above, the purchase price provisions of Article II, and the payment provisions of Article III. The option created under this paragraph may be exercised by a consent to transfer signed by Owners who hold at least 75 percent of the outstanding Units.

Article II - Purchase Price

The "**Purchase Price**" shall be determined in accordance with the provisions of this Article II, and the payment terms are set forth in Article III.

1. Purchase Price. The "**Purchase Price**" shall be a prorata share of the Fair Market Value of the Company based on the ratio of the Offered Units to the total number of Units owned by all of the Owners.
2. Fair Market Value. The "**Fair Market Value**" of the Company shall be calculated as 3.0 times the sum of the Company's net profit, bonuses paid to Owners, and management fees paid to PubLife, LLC, as reported on its last annual corporate tax return.
3. Annual Revisions. Each year the Owners shall meet and review the Fair Market Value of the Company. If the Owners unanimously agree, they shall restate the Fair Market Value of the Company to reflect what they believe to be the then current fair market value. Such restated

value shall be recorded on a form dated and signed by each Owner and attached to this Agreement. Such restated value shall be effective upon the date last signed by the Owners, or as the Owners otherwise provide.

4. Absence of Annual Revision. If for any reason the Owners have not unanimously agreed to an annual revision of the Fair Market Value of the Company on or before the 75th day after the end of a fiscal year, then the Fair Market Value of the Company as stated in this section shall remain in effect.

Article III - Payment Terms

1. Type of Payment. The Purchase Price paid for the Offered Units of a deceased Owner or an inter vivos transaction shall be paid in sixty (60) equal monthly installments. Such installment payments shall be due and payable on the first day of each month following The Closing. If payments are not timely paid within ten (10) days of being due, interest shall accrue at the rate of 6% per annum. Each other Owner shall give the Seller a negotiable promissory note as evidence of this debt. Such note shall permit the other Owner to prepay all or any part of the balance of the note at any time without penalty or premium.

2. The Closing. The purchase of the Offered Units will take place at a closing at the Company's primary place of business or at any other place and time to which the parties agree. In the case of the death, the closing shall be held 90 days after the date of the Owner's death. In all other cases, the closing shall be held within thirty days after the date on which the last option to buy is exercised or lapses.

a. Delivery of Certificates. At the closing, the other Owners will pay for the Offered Units. The Seller will deliver certificates representing all of the Offered Units, duly endorsed, free and clear of all encumbrances, and with evidence of payment of all necessary transfer taxes and fees.

b. Power of Attorney. Each Owner hereby appoints the Company, through its Secretary, as his or her agent and attorney-in-fact to execute and deliver all documents needed to convey his or her Units, if such selling Owner is not present at the closing. This power of attorney is coupled with an interest and does not terminate on the Owner's disability or death, and continues for as long as this Agreement is in effect, so long as the Owner was mentally capable of consenting, and consented, to the transaction, prior to their disability, incapacitation or death.

c. Death-Tax Liability. In the case of a sale because of the Seller's death, then notwithstanding any other provision of this Agreement to the contrary, payment for the Offered Units shall not be required until the Personal Representative of the Seller provides a release or other assurances to the reasonable satisfaction of the other Owners that the other Owners are protected from any liability for death taxes related to the Offered Units.

d. Escrow of Units. If any portion of the Purchase Price is evidenced by a promissory note, the certificate(s), if any, for such portion or all of the Offered Units shall be endorsed in blank, or accompanied by a duly executed, blank stock power, and delivered, in escrow, to an entity which customarily acts as an escrow agent. The escrow agent shall hold such documents as security for repayment of the promissory note. Upon notice from the other Owners that the promissory note has been paid in full, the escrow agent shall deliver all deposited certificate(s), if any, to the appropriate other Owners.

Article IV - Endorsement of Certificates

Endorsement. Promptly after the date each Owner becomes a party to this Agreement, each Owner shall deliver to the Company's secretary all of his or her certificates. The Company's Secretary shall endorse them as follows:

The sale, assignment, transfer, pledge, or other disposition of the Units represented by this Certificate is restricted by the provisions of a Buy-Sell Agreement dated June 16, 2015, as amended from time to time, by and among the Owners of Proper Media, LLC (the "Company"), and with the Company's consent, a copy of which is on file in the Company's office.

Article V - Terminating or Amending the Agreement

1. Termination. This Agreement will terminate if the Company is dissolved, put into receivership, or becomes bankrupt. Further, Owners who hold at least 100 percent of the outstanding Units may agree in writing to terminate this Agreement. However, the Owners may not voluntarily terminate this Agreement to the disadvantage of any Owner whose Units have been offered (or deemed offered) for sale, but for which the closing date has not yet occurred.

2. Amendment. This Agreement may be amended upon the written consent of Owners who hold at least 100 percent of the outstanding Units. However, the Owners may not amend this Agreement to the disadvantage of any Owner whose Units have been offered (or deemed offered) for sale, but for which the closing date has not yet occurred.

Article VII - Continuation of Restrictions

This Agreement shall continue to apply to the Units which are the subject of a sale or transfer and to new Units issued by the Company. The transferee shall execute a counterpart signature page to this Agreement. Such signature shall be binding on all Owners and the Company as if the transferee was an original signor.

Article VIII - Miscellaneous

1. Tax Status. If at any time the Company has elected a status for tax purposes that is valid only if the owners are individuals or other types of specified entities, then in order to protect such election, no Owner may sell or transfer any of his or her Units to any person if such sale or

transfer might reasonably be expected to result in a termination of such election. No attempted sale or transfer in violation of this paragraph will be valid or recognized by the Company.

2. Binding Effect. This Agreement is binding on and enforceable by and against the parties, their successors, legal representatives, heirs, and assigns.

3. Governing Law. This Agreement will be governed by and construed according to the laws of the State of California.

4. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5. Notices. All notices required or permitted to be given under this Agreement must be given in writing, and will be deemed given when personally delivered or on the third day after mailing by U.S. registered or certified mail, postage prepaid, with return receipt requested. Notice to any Owner is valid if sent to him or her at such Owner's address as it appears in the Company's records.

6. Specific Performance. The Owners agree that the Units are unique and that the failure to perform the obligations under this Agreement will result in irreparable damage to the other parties. Further, the Owners agree that specific performance of these obligations may be obtained by a lawsuit in equity.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement of the Owners among themselves or with the Company regarding the subject matter of this Agreement and supersedes all prior agreements regarding such subject matter.

9. Effectiveness. This Agreement shall become effective when signed by all of the Owners listed on **Schedule A** and by Drew Schoentrup, President, on behalf of Proper Media, LLC.

SCHEDULE A

List of Owners

Christopher Richmond
Drew Schoentrup
Ryan Miller
Tyler Dunn
Vincent Green