



Ralons Security, LLC
166 Madeira Ave.
Coral Gables, FL. 33134

August 5, 2015

Martha Arencibia
Port Coordinator
City of Key West
201 William Street
Key West, FL. 33040

Dear Ms. Arencibia,

This letter is to inform you that as of January 1, 2015, Ralons Security, LLC purchased NorthStar Security, Inc. In addition, as of July 1, 2015, all security contracts previously held by NorthStar Security will continue as agreed under Ralons Security, LLC.

Please see the attached Asset Purchase Agreement. All original agreements with the City of Key West continue to remain in effect under the name Ralons Security, LLC.

Please update all of your records to reflect this change. Elke Rockteschel, Tenant Administrator of City Marina at Garrison Bight has already forwarded and updated W9 to the City of Key West Financial Department in order to process invoices for security services.

Please feel to contact me if you have any questions or require more information.

Sincerely,

Juan G. Ducaud, CFO
Ralons Security, LLC

JGD/afr

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of January 1, 2015, by and between RALONS SECURITY, LLC, a limited liability company organized and existing under the laws of Florida ("Buyer"), NORTHSTAR SECURITY, LLC, a limited liability company organized under the laws of Florida ("Seller"), Luis A. Requejo ("Requejo"), and ALPHA HOLDINGS, LLC a Florida limited liability company (hereinafter "ALPHA") and Jorge Calzadilla ("Calzadilla"). Each of Buyer, Seller, Requejo, and Calzadilla is referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Seller wishes to sell and Buyer wishes to purchase certain defined assets owned by Seller;

WHEREAS, Requejo is the owner of Fifty percent (50%) of the shares of Seller, and its participation in this Agreement guaranteeing and certifying certain representations, obligations, and warranties of Seller is required by Buyer to enter into this Agreement;

WHEREAS, Calzadilla is the owner of Fifty percent (50%) of the shares of Seller, and its participation in this Agreement guaranteeing and certifying certain representations, obligations, and warranties of Seller is required by Buyer to enter into this Agreement; and

WHEREAS, Requejo and Calzadilla desire that this Agreement be entered into for their own benefit and for the benefit of Seller and each is therefore willing to guarantee and certify certain representations, obligations, and warranties;

WHEREAS, at the conclusion of the sale of the Assets ALPHA will own twenty-five (25%) of the membership interests of Buyer.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" (and, with a correlative meaning "Affiliated") means, with respect to any Person, any direct or indirect subsidiary of such Person, and any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first Person. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

“Agreement” has the meaning set forth in the preamble.

“Calzadilla” has the meaning set forth in the preamble.

“Business Day” means a day other than Saturday, Sunday or other day on which commercial banks in Miami, Florida are authorized or required by Law to close.

“Buyer” has the meaning set forth in the preamble.

“Clients” has the meaning set forth in section 2.01(a).

“Closing” has the meaning set forth in Section 2.04.

“Closing Date” has the meaning set forth in Section 2.04.

“Confidential Information” has the meaning set forth in Section 5.11.

“Contract” means any contract (written or oral), undertaking, commitment, instrument, arrangement, plan or other legally binding agreement or understanding, and all amendments, modifications or supplements thereof.

“Designated Company” shall mean a direct or indirect subsidiary of Buyer that is designated by Buyer in writing delivered to Seller prior to or at the Closing to purchase all or a portion of the Assets pursuant to this Agreement

“Equipment” has the meaning set forth in section 2.01(b).

“Indebtedness” means, without duplication, (a) all obligations for borrowed money or with respect to deposits or advances of any kind, (b) all obligations evidencing bonds, debentures, notes or other similar instruments or upon which interest charges are customarily paid, (c) all guarantees of the foregoing, (d) all obligations for the deferred purchase price of property or services (other than current accounts payable arising in the ordinary course of business), (e) all payment obligations with respect to interest rate or currency protection agreements or other hedging contracts, (f) all obligations as an account party under any letter of credit and (g) all obligations under capital leases. For the avoidance of doubt “Indebtedness” shall not include ordinary course trade payables to vendors.

“Indemnified Party” has the meaning set forth in Section 6.01.

“Indemnifying Party” has the meaning set forth in Section 6.01.

“Judgments” means any judgments, orders, injunctions (temporary or permanent), decrees, rulings or awards of any governmental entity or arbitrator.

“Knowledge” means, with respect to any Person, the present actual knowledge of such Person without independent investigation.

“Law” means any law, statute, code, ordinance, rule, regulation or other requirement enacted, promulgated, issued or entered by any governmental entity.

“Liabilities” means any liabilities, debts or obligations of any nature, whether known or unknown, accrued, absolute, fixed, contingent, liquidated, unliquidated or otherwise and whether due or to become due.

“Liens” means any lien, option, encumbrance, charge, pledge, mortgage, deed of trust, preference, security interest, easement or servitude.

“Purchase Price” has the meaning set forth in section 2.02.

“Migration” has the meaning set forth in section 5.03.

“Parties” has the meaning set forth in the preamble.

“Party” has the meaning set forth in the preamble.

“Person” means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any government, court, tribunal, administrative agency or commission or other governmental or regulatory authority or agency.

“Proceeding” means any claim, suit, action or legal, administrative, arbitration or other alternative dispute resolution proceeding or investigation.

“Purchase Price” has the meaning set forth in section 2.02(a).

“Requejo” has the meaning set forth in the preamble.

“Security Contracts” has the meaning set forth in section 2.01(a).

“Seller” has the meaning set forth in the preamble.

“U.S. Dollar” or “U.S.\$” means the lawful currency of the United States.

ARTICLE 2

SALE AND PURCHASE OF ASSETS

Section 2.01 Assets Purchased and Sold. Subject to the terms and conditions contained in this Agreement, on the Closing Date, Seller agrees to sell, assign and deliver to Buyer, and Buyer agrees to purchase from Seller, free and clear of all Liens and encumbrances, the following specified assets (collectively, the “Assets”):

(a) The right to solicit and do business with the accounts and clients represented by the contracts set forth on **Schedule 2.01(a)** (“Clients”). This includes all rights of Seller under the contracts set forth in Schedule 2.01(a) (the “Security Contracts”). The list of Clients in Schedule 2.01(a) are *bona fide* in all respects.

(b) The equipment listed in **Schedule 2.01(b)** along with the specified approximate value for each listed piece of equipment (the “Equipment”).

(c) The trademarks, service marks, patents, or other proprietary property belonging to Seller, including those listed in **Schedule 2.01(c)** (the “Trademarks”).

Section 2.02 Purchase Price. As consideration for the purchase and sale of the Assets, Buyer agrees to pay to Seller up to a total amount of U.S. \$287,750.00 (the “Purchase Price”) for the purchase of certain designated assets and the successful assignment or procurement of other assets. The exact amount of U.S. Dollars that will be payable to Seller (up to the Maximum Possible Purchase Price) will be determined by the following terms, conditions, and events:

(a) Buyer shall pay an amount of \$287,750.00 for the Assets listed in Schedule 2.01(a) (the “Purchase Price”) in accordance with the following:

- (i) \$143,375.00 at Closing;
- (ii) \$86,625.00 ninety (90) days following the Closing; and
- (iii) \$57,750.00 one hundred eighty (180) days following the Closing,

provided, however, that Seller has full and clear right, title, and interest to the Assets and transfers and delivers such right, title, and interest to Seller free and clear of all Liens, Liabilities, obligations, and encumbrances of any kind.

(b) The failure of Buyer to make timely payment of the Purchase Price, set forth above when due, shall, subject to a 5-day grace period, cause Buyer to pay Seller interest at the rate of 1.5% per month while payment is due and outstanding, and allow Seller to elect to accelerate the balance then due.

(c) The Buyer will execute a Security Agreement and the Seller will record a UCC-1 listing all of the assets as collateral which will be released upon payment of all amounts due pursuant to paragraph 2.02(a) above.

(d) ALPHA will have the right to sell its 25% membership interest in Ralons Security, LLC (“Alpha-Ralons Units”) to Buyer on the following terms:

(i) Within twelve (12) months from the Closing Date, Alpha shall have the right to sell to Buyer the Alpha-Ralons Units for a purchase price of \$96,250, by providing Ralons Security, LLC 30 days’ written notice in advance of the exercise of the option (“Ralons Unit Option”).

(ii) Notwithstanding the foregoing, if at the time, Alpha decides to exercise the Ralons Unit Option, there are less than 50% of the security contracts that Northstar Security, LLC held on the day prior to the Closing Date, then Alpha shall no longer have the right to exercise the Ralons Unit Option.

Section 2.03 Assumption of Liabilities. Buyer shall not assume any of Seller's, Requejo's, Calzadilla's, or any of their Affiliates' Liabilities whatsoever, unless specifically set forth herein.

Section 2.04 Accounts Receivables. Seller's accounts receivables are for services rendered by NorthStar prior to the Closing Date shall remain with and belong to Seller. All accounts receivables for services rendered after the Closing Date whether by Buyer or Seller shall belong to and remain with Buyer.

Section 2.05 Automobile Leases. Buyer shall assume the leases of the two vehicles in the name of Seller as detailed in **Schedule 2.05**.

Section 2.06 Closing Date. The closing ("Closing") shall be at the office of De La Peña Group, P.A., 600 Brickell Avenue, Suite 1750, Miami, Florida 33131, commencing at 9:00 a.m. on January 1, 2015, or such other date, time or place mutually agreed upon by the parties (the "Closing Date").

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

OF SELLER AND REQUEJO AND CALZADILLA

All of the representations and warranties of Seller, Requejo, and Calzadilla shall survive the Closing, as well as the signing of this Agreement. Each of Seller, Requejo, and Calzadilla hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date, except with respect to representations and warranties that speak as of a certain date, as follows:

Section 3.01 Due Incorporation. Seller is duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of incorporation or organization. Seller has all requisite corporate power and authority to own, lease, operate and conduct its respective properties and businesses as they are now being owned, leased, operated and conducted.

Section 3.02 Due Authorization. Each of Seller, Requejo, and Calzadilla has full legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution, delivery and performance of this Agreement by each of Seller, Requejo, and Calzadilla and the consummation of the transactions contemplated herein by each, has been duly and validly authorized and approved by each and no other corporate action or proceeding on the part of either is necessary to authorize this Agreement or the transactions contemplated herein. This Agreement has been duly executed and delivered by each of Seller, Requejo, and Calzadilla and constitutes a legal, valid and binding obligation of each, enforceable in accordance with its terms.

Section 3.03 No Violation; Consents and Approvals.

(a) The execution, delivery and performance by each of Seller, Requejo, and Calzadilla of this Agreement, and the consummation by each of the transactions contemplated herein in accordance with the terms hereof, does not and will not: (i) violate any Law applicable to or binding on Seller, Requejo, or Calzadilla, or any of their respective assets; (ii) violate or conflict with, result in a breach or termination of, constitute a default under, permit cancellation or acceleration of the maturity of, result in the creation of any Lien upon any of the assets of Seller, Requejo, or Calzadilla, or result in or constitute a circumstance which, with or without notice or lapse of time or both, would constitute any of the foregoing under any Contract or Indebtedness to which either Seller, Requejo, or Calzadilla is a party or by which either of their respective assets are bound; or (iii) violate or conflict with any provision of any of the organizational documents of Seller.

(b) No consent, approval or action of, filing with or notice to any governmental entity or private third party is necessary or required under any of the terms, conditions or provisions of any Law or Judgment applicable to either Seller, Requejo, or Calzadilla or by which either of their respective properties or assets may be bound, or any Contract to which either Seller, Requejo, or Calzadilla is a party or by which any of them or any of their respective assets or properties may be bound, for the execution and delivery of this Agreement by each, the performance by each of its obligations hereunder or the consummation of the transactions contemplated herein.

Section 3.04 Title to Assets. Seller is the record and beneficial owner and holder of the Assets. Upon the transfer of such Assets to Buyer on the Closing Date in accordance with this Agreement, Seller shall have transferred to Buyer and Buyer shall have received from Seller, good and valid title to the Assets owned by Seller, free and clear of all Liens (including without limitation, tax liens), claims, encumbrances and restrictions whatsoever. Requejo and Calzadilla each guarantees and certifies the foregoing.

Section 3.05 No Other Obligations. Neither Seller, Requejo, nor Calzadilla has made any other Contract or understanding to sell or otherwise transfer the Assets.

Section 3.06 Litigation. There are no claims, actions, suits, arbitrations, Proceedings or governmental investigations or other litigation pending or, to the Knowledge of Seller, Requejo, or Calzadilla threatened against Seller, Requejo, or Calzadilla that is seeking to materially delay or prevent the transactions contemplated in this Agreement. To the Knowledge of Seller, Requejo, or Calzadilla, neither is subject to any outstanding Judgment.

Section 3.07 Compliance with Law.

(a) Each of Seller, Requejo, and Calzadilla is in compliance with all Laws and all Judgments applicable to it or the conduct or operation of its business or by which any property or asset of either is bound or affected.

(b) Neither Seller, Requejo, nor Calzadilla has, to the Knowledge of each, received any notice or other communication (whether oral or written) from any governmental entity or any other Person regarding any actual, alleged, possible, or potential violation by either of Seller, Requejo, or Calzadilla or failure by either to comply with, any Law.

Section 3.08 Employees. Neither Seller, Requejo, nor Calzadilla has any right, claim or agreement pertaining to Seller's employees or officers that would affect the right of Buyer to employ such employees or officers and Seller recognizes and agrees that, Buyer may, but shall have no obligation to, employ such employees or officers, except as otherwise set forth herein. Ralons Security, LLC agrees to: i) enter into an employment contract with Brian Lanza and ii) assume any employment contract Northstar Security, LLC enters into with Luis Requejo Sr. In this regard, to the extent that any employee or officer of Seller is sought to be hired by Buyer, Seller, Requejo, and Calzadilla shall waive and release any contractual or equitable rights it may have to object to or prohibit such employment by Buyer. Seller's employee practice (including, but not limited to, past and future terminations) is, has been, and will be in compliance with all governmental laws, rules and regulations. Buyer shall have no liability and Seller, Requejo, and Calzadilla shall indemnify Buyer, as a result of Seller, Requejo, or Calzadilla's termination of any of Seller's employees, whether prior to or after the Closing Date. Requejo and Calzadilla each guarantees and certifies each of the foregoing statements.

Section 3.09 Security Contracts. The Security Contracts are binding and in full force and effect. There exist no defaults by Seller or any other party to any of the Security Contracts, nor any events which, with the lapse of time or the election of any Person other than Seller, will become a default under any such Security Contracts. The execution, delivery and performance of this Agreement is not prohibited by the Security Contracts nor will such actions cause a default with respect to any Security Contract, except as set forth in Schedule 2.01(a). All of the Security Contracts are assignable to Buyer subject only to the consents listed on Schedule 2.01(a). Requejo and Calzadilla each guarantees and certifies each of the foregoing statements. The Buyer has reviewed the Security Contracts and is fully aware of their provisions, and the fact that pursuant to their terms most, if not all, of them are not assignable without the consent of the customer. The Seller does not warrant that the customer will agree or otherwise consent to the assignment of any Security Contract. The Seller further makes no representation that that any of the Security Contracts will not be cancelled nor that they will be renewed.

Section 3.10 Disclosure. No representation or warranty of Seller, Requejo, or Calzadilla, in this Agreement or in any certificate to be furnished by Seller, Requejo, or Calzadilla pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading. To the best Knowledge of Seller, Requejo, and Calzadilla, there is no fact Seller, Requejo, or Calzadilla has not disclosed in writing to Buyer that materially adversely affects, or may materially adversely affect, Seller, its operations or prospects or the Assets.

Section 3.11 Licenses. **Schedule 3.11**, constitutes a true and complete list of each license issued to Seller in order to operate in the security business. Seller owns or validly holds all licenses, approvals, permits, and authorizations required to conduct its business, operations, and affairs. All such licenses, approvals, permits, and authorizations are valid, binding, and in full force and effect.

Section 3.12 Clients and Providers. As a primary and material inducement for Buyer to enter into this Agreement, Seller, Requejo, and Calzadilla by and for themselves, represent, warrant, and certify that Buyer may solicit and thereafter establish a business relationship with Seller's former, current, or prospective clients and former, current, or

prospective suppliers, without any objections or restrictions whatsoever, of Seller, Requejo, or Calzadilla. Buyer may not utilize any and all information Buyer may have or secured about the Seller's business relationship with former, current, or prospective clients and former, current, or prospective suppliers from the Seller during the period that Buyer was engaged in its due diligence review related to this Agreement, regardless of whether such information could have been viewed or classified as a trade secret or confidential business information of the Seller.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller, Requejo, and Calzadilla, as of the date hereof and as of the Closing Date, except with respect to representations and warranties that speak as of a certain date, as follows:

Section 4.01 Due Incorporation. Buyer is duly incorporated, validly existing and in good standing under the Laws of Florida. Buyer has all requisite corporate power and authority to own, lease and operate its properties and to conduct its business as it is now being owned, leased, operated and conducted.

Section 4.02 Due Authorization. Buyer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution, delivery and performance of this Agreement by Buyer, and the consummation of the transactions contemplated herein by Buyer, have been duly and validly authorized and approved by Buyer and no other corporate action or proceeding on the part of Buyer is necessary to authorize this Agreement or the transactions contemplated herein. Buyer has duly and validly executed and delivered this Agreement.

Section 4.03 No Violation; Consents and Approvals.

(a) Except as otherwise provided herein, the execution, delivery, and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated herein in accordance with the terms hereof, do not and will not (i) violate any Law applicable to or binding on Buyer or any of its assets; (ii) violate or conflict with, result in a breach or termination of, constitute a default under, permit cancellation of or acceleration of the maturity of, result in the creation of any Lien upon any of the assets of Buyer, or result in or constitute a circumstance which, with or without notice or lapse of time or both, would constitute any of the foregoing under, any Contract or Indebtedness to which Buyer is a party or by which Buyer or any of its assets are bound; or (iii) violate or conflict with any provision of Buyer's organizational documents.

(b) Except as otherwise provided herein, no consent, approval or action of, filing with or notice to any Person is necessary or required under any of the terms, conditions or provisions of any Law or Judgment applicable to Buyer or by which any of its respective properties or assets may be bound, or any Contract to which Buyer is a party or by which the Buyer or any of its respective assets or properties may be bound, for the execution and delivery

of this Agreement by Buyer, the performance by Buyer of its obligations hereunder or the consummation of the transactions contemplated herein.

Section 4.04 Financing; Capitalization.

(a) Buyer has, or has access to, sufficient cash resources to pay in cash any and all amounts necessary to consummate the payments and transactions contemplated herein, and on the dates contemplated herein.

(b) Buyer has sufficient capital, as required by applicable Law, to undertake the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein, and on the dates contemplated herein.

ARTICLE 5

COVENANTS OF SELLER

Section 5.01 Commercially Reasonable Efforts. In connection with the Security Contracts, Seller, Requejo, and Calzadilla shall use their best commercial efforts to assign and transfer and or to cause to have assigned and transferred the Security Contracts to Buyer. This includes Seller and Requejo using their best commercial efforts to seek and secure consents to the assignment of the Security Contracts from all other parties to these contracts where such consent is needed to effect this assignment and transfer to Buyer.

Section 5.02 Notification. In connection with the Clients, immediately after the closing, Seller shall execute and deliver all appropriate notifications to all third parties affected by the transfer of these Assets and operations by and from Seller to Buyer, specifically including all appropriate notices to third parties that payments that were previously due to be made to the Seller by the Clients, must be paid and delivered to Buyer. Seller, Requejo, and Calzadilla also warrant in this regard that in the event that any payments by any Client after the Closing Date of this Agreement are made to Seller, Seller shall promptly transfer or turn over such payment to Buyer and thereafter such payment will immediately be turned over or transferred to Buyer.

Section 5.03 Technical Assistance. In connection with the Clients and Licenses, Seller shall provide whatever technical assistance and support that is required by Buyer to allow for the prompt, efficient and seamless transfer of Licenses and the provision of services for the Clients from Seller to Buyer (the "Migration") as of the Closing. Prior to the Closing, Seller shall allow for and provide all the technical preparations and assistance required from Seller to ensure the successful Migration can be accomplished promptly after Closing.

Section 5.04 Bill of Sale. In connection with the Equipment, Seller will deliver to Buyer, a bill of sale in a form similar to **Schedule 5.04** ("Bill of Sale") transferring all of the Seller's right, title, and interest to the Equipment free and clear of any Liens, Liabilities, encumbrances, security interests, debts or taxes of any nature whatsoever.

Section 5.05 Covenant not to Compete. Seller, Requejo, and Calzadilla hereby agree that they shall not engage in or in any manner become interested in, either directly or indirectly, as an owner, partner, shareholder in any business, trade or occupation which

competes, directly or indirectly with Buyer's business, including Buyer's providing of security services to the Clients, for the geographical regions within the United States encompassed by the Clients and the Security Contracts. The covenant not to compete shall continue in full force and effect for a period of three (3) years from the Closing Date and may be enforced, at Seller's election, by arbitration as provided in Section 7.07 below or by a Court of competent jurisdiction, including the state or federal courts of Miami-Dade County, Florida.

Section 5.06 Buyer and Parent Company Exclusive. Ralons Security, LLC, for itself and its shareholder, Ralons America Corp., agrees that all security services provided within the United States shall be done exclusively through Ralons Security, LLC, Northstar Security, LLC or any subsidiary thereof.

Section 5.07 Notification of Defaults. Seller, Requejo, and Calzadilla shall promptly notify Buyer of any circumstance, event or action by Seller, Requejo, or Calzadilla or otherwise:

(a) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement; or

(b) the existence, occurrence, or taking of which would result in any of the representations and warranties of Seller in this Agreement not being true and correct when made or at the Closing in any material respect and, with respect to this clause (ii), use its best efforts to remedy the same.

Section 5.08 Avoidance of Defaults. Seller will take no action that will cause any of Seller's representations and warranties in this Agreement to be untrue as of the Closing Date.

Section 5.09 Confidentiality. From and after the date hereof, except as otherwise provided in Section 3.12 herein, none of the Parties or any of their Affiliates shall, without the prior written consent of the other Parties, directly or indirectly disclose, communicate, divulge, disseminate or use any Confidential Information (as defined below) other than for purposes of the transactions contemplated herein; provided, however, that the disclosure of Confidential Information to the extent required by applicable Law shall be permitted so long as the disclosing Party (i) promptly gives the other Party notice of any request or demand for such Confidential Information and (ii) cooperates with the other Party in order to (A) lawfully narrow the amount of Confidential Information disclosed and (B) to the extent the other Party shall so request, and at the other Party's sole expense, seek an appropriate protective order or other remedy to limit such disclosure. For purposes of this Agreement, the term "Confidential Information" means any and all information of a confidential or proprietary nature in any form, including, without limitation, practices, processes, methods, know-how, trade secrets, records and specifications, customer lists, customer relationships and customer information, acquisition and investment strategies, information relating to personnel, sales, marketing and financial operations and methods, attorney-client privileged or work-product, and other compilations of information, in each case that is or has been owned by any of the Parties and that is not generally known to Persons (other than the Parties, their Affiliates and their respective directors and employees) in lines of business similar to those of the Parties.

ARTICLE 6

INDEMNIFICATION

Section 6.01 Indemnification. Each of Seller, Requejo, and Calzadilla (the "Indemnifying Party") shall indemnify and hold harmless Buyer and its Affiliates and their respective officers, directors, employees, agents and advisors (the "Indemnified Party") as of the date of this Agreement against and with respect to any claims, actions, demands, losses, costs, expenses, liabilities (joint or several), penalties, and damages, including counsel fees that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to any investigation, litigation or Proceeding or the preparation of any defense with respect thereto arising out of or in connection with or relating to this Agreement or that may be incurred in investigating or in attempting to avoid or oppose the imposition of damages, resulting to the Buyer from (a) any inaccurate representation made by the Indemnifying Party in or under this Agreement; (b) breach of any of the warranties made by the Indemnifying Party in or under this Agreement; (c) breach or default in the performance by the Indemnifying Party of any of the covenants to be performed by it under this Agreement; (d) any state, federal, or foreign criminal investigation or Proceeding to any Indemnifying Party, whether related or unrelated to this Agreement; (e) from any Indemnifying Party's bankruptcy, insolvency, moratorium, assignment for the benefit of creditors, reorganization or similar Proceeding that affects the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies and by principles of equity; (f) any employee, former employee, or customer relating to any claim or happening that occurred prior to the Closing Date, or (g) any debts, liabilities, or obligations of the Indemnifying Party, whether accrued, absolute, contingent, or otherwise, due or to become due, except those obligations specifically assumed by the Buyer in this Agreement.

Section 6.02 Demands and Actions. The Buyer agrees that promptly on receipt by it of notice of any demand, assertion, claim, action, or proceeding, judicial or otherwise, with respect to any matter as to which Seller, Requejo, and Calzadilla have agreed to indemnify Buyer or the other Indemnified Parties under the provisions of this Agreement, Buyer will give prompt notice in writing to the Seller, together, in each instance, with a statement of the information respecting the demand, assertion, claim, action, or Proceeding as the Buyer then has.

Section 6.03 Reimbursement Upon Indemnification. Upon an Indemnifying Party being called on to indemnify Buyer or the other Indemnified Parties under the provisions of this Agreement, Seller, Requejo, and Calzadilla (jointly and severally) will either pay directly or reimburse Buyer or the other Indemnified Parties every thirty (30) days for any costs, reasonable attorneys' fees, and all damages accrued or assessed in each thirty-day period. Buyer shall have the sole and exclusive right to select the counsel for the representation or defense of any indemnified investigation, litigation, or Proceeding, as set forth above. A certificate as to the indemnification requirement as per Section 6.01 and as to the payment due to Buyer as per this Section 6.03, submitted to Seller, Requejo, or Calzadilla by Buyer, shall be conclusive evidence of the amount payable to Buyer hereunder, absent manifest error.

ARTICLE 7
MISCELLANEOUS

Section 7.01 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to the Buyer, to:

Ralons Security, LLC
166 Madeira
Coral Gables, FL 33134
Attention: Juan Guillermo Ducaud, Manager
Email: juan.ducaud@ralonsamerica.com

with a copy to:

De La Peña Group, P.A.
600 Brickell Avenue
Miami, FL 33131
Attention: Leoncio E. de la Peña D., Esq.
Email: leo@dlp-law.com

if to Seller, to:

NorthStar Security, LLC
166 Madeira
Coral Gables, FL 33134
Attention: Juan Guillermo Ducaud, Manager
Email: juan.ducaud@ralonsamerica.com

if to Requejo, to:

Luis A. Requejo
8745 SW 155 Terr
Miami, FL 33157
Attention: Luis A. Requejo
Email: lrequijo@onepaymentus.com

if to Calzadilla, to:

Jorge Calzadilla
7831 NW 169 Terr
Miami Lakes, FL 33016
Attention: Jorge Calzadilla
Email: jcalzadilla@onepaymentus.com

For each of Seller, Requejo and Calzadilla, with a copy to:

Raul Gastesi, Jr., Esq.
GASTESI & ASSOCIATES, P.A.
8105 N.W. 155 STREET
Miami Lakes, FL 33016
Email: rgastesi@gastesi.com

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 P.M. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 7.02 Amendments; Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Closing if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement or, in the case of a waiver, by each Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 7.03 Expenses; Sales and Transfer Taxes. All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense. All sales and transfer taxes payable in connection with the transactions contemplated in this Agreement shall be payable by Seller.

Section 7.04 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Buyer shall have the right to assign, delegate or otherwise transfer any of its rights or obligations under this Agreement to the Designated Company without the consent of Seller, Requejo, and Calzadilla.

Section 7.05 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL RALONS OR ANY OF ITS PARENT COMPANIES, AFFILIATES, OR ASSIGNS BE LIABLE TO SELLER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, (EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DOCUMENTATION, OR SELLER'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE

Section 7.06 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FLORIDA LAW.

Section 7.07 Arbitration. Except as provided by in Section 5.05, any dispute, claim or controversy arising out of or relating to this Agreement, the breach, termination, enforcement, interpretation or validity thereof, and the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Miami, Florida before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

Section 7.08 **WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THE PARTIES HERETO MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY OF THE PARTIES HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT WITH THE OTHERS.**

Section 7.09 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.10 Entire Agreement. This Agreement (and all exhibits and schedules hereto) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

Section 7.11 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated herein be consummated as originally contemplated to the fullest extent possible.

Section 7.12 Interpretation.

(a) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." All terms defined in this Agreement shall have the defined meanings contained herein when used in

any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time, amended, qualified or supplemented, including (in the case of agreements and instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(c) The inclusion of any matter in any disclosure schedule attached hereto in connection with any representation, warranty, covenant or agreement that is qualified as to materiality is not an admission by the Party making such disclosure that such matter is material or would (or would be reasonably expected to) impair the ability of such Party to consummate the transactions contemplated in this Agreement. Section headings and numbers used in the disclosure schedules attached hereto refer to the corresponding sections of this Agreement, are for convenience only and are not to be used to interpret any provision of this Agreement or such disclosure schedules. Matters disclosed in one section or subsection of a Party's disclosure schedule are deemed to be disclosed with respect to each section or subsection of such Party's disclosure schedule.


Section 7.13 Beneficiaries. Except as set forth in the previous sentence, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties hereto, or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 7.14 Survival of Representations and Warranties. All of the representations and warranties of Buyer, its Affiliates, Seller, Requejo, Calzadilla, and Buyer shall survive the Closing.

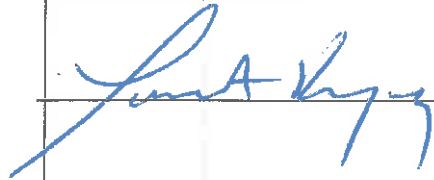
Section 7.15 Additional Documentation. Buyer, Seller, Requejo, and Calzadilla shall sign and deliver any and all other documents necessary, and take any and all additional steps necessary, to effectuate the transfer of ownership of the Assets. If any additional documents are necessary to complete said transfer, Buyer, Seller, Requejo, and Calzadilla each agrees to sign and deliver same.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NORTHSTAR SECURITY, LLC:

By: 
Title: Manager


LUIS A. REQUEJO



JORGE CALZADILLA



RALONS SECURITY, LLC

By: 
Title: PRESIDENT