



INSIGHT MANAGEMENT CORPORATION

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SUPPLEMENTAL INFORMATION

Item 1.01 Entry into a Material Definitive Agreement.

On May 2, 2013, Insight Management Corporation (“ISIM” or the “Company”) entered into an Acquisition Agreement (a material definitive agreement, hereinafter, the “Agreement”) to acquire one hundred (100%) percent of the shares of Corporate Partners Corporation, a United Kingdom company, (“CPUK”). Upon the effective date of the Agreement, CPUK, shall become a wholly-owned subsidiary of ISIM.

The acquisition becomes effective upon certain approvals by the Financial Industry Regulatory Authority (“FINRA”) of various corporate actions noted in the sections below. Effectively, the Agreement will result in a change of control from the ISIM shareholders which will retain five (5%) percent of the issued and outstanding shares of the corporation on an anti-dilutive basis. Additionally the corporation’s name and symbol will change (as of May 6, 2013, the symbol was changed to “CPCC”). The acquisition constitutes a reorganization of corporate entity which will be named Corporate Partners Corporation, upon approval of the State of Florida.

The consideration for this transaction is the exchange of one hundred (100%) percent of CPUK’s issued and outstanding shares for ninety five (95%) percent of the issued and outstanding shares of ISIM. ISIM recently terminated an acquisition agreement with Advantage Disposal Solutions, Inc. (www.otcmarkets.com/stock/CPCC/filings), which is incorporated herein by reference, in which ISIM issued shares pursuant to a similar stock exchange agreement. The newly issued shares have been recovered, but not cancelled are being incorporated into this new exchange to complete the acquisition and reorganization of the Company.

A copy of the Agreement is attached hereto as Exhibit 1.01 and is incorporated by reference hereto.

Item 2.01 Completion of an Acquisition or Disposition of Assets

(a) On May 2, 2013, the Company acquired Corporate Partners Corporation, a United Kingdom corporation located at 5th Floor 20-22 Curtain Road, London England, EC213CN. The effective date of the acquisition will be upon the completion of a variety of corporate actions and receipt of confirmation of the approval by appropriate agencies of the actions, the anticipated date of which is on or about May 15, 2013.

(b) Corporate Partners Corporation (“CPUK” or the “Acquisition”) is an international, specialist investment management consulting group that provides a diverse range of financial products to investment banks and services to a select client base. As of the period ended March 31, 2013, CPUK has \$49,389,805 total assets. These assets include cash, inventory, accounts receivables, as well as, a proprietary trading platform, network servers, patent pending and real estate, as well as, investment and licensing agreements.

(c) There is no material relationship by and between the parties to this Acquisition.

(d) The nature of the consideration in completing this Acquisition is the exchange of securities: one hundred (100%) percent of the Acquisition company (385,493,000 common shares) in exchange for ninety five (95%) percent of ISIM (237,499,797 common shares).

Item 5.01 Change in Control

The reorganization constitutes a change in control of the corporation as follows:

- (1) Effective with the acquisition Corporate Partners Corporation will own ninety five (95%) of the issued and outstanding shares of ISIM.
- (2) The change in control will become effective May 15, 2013, with the completion of a variety of corporate actions and receipt of confirmation of the approval by appropriate agencies of the actions, the anticipated date of which is on or about May 15, 2013.
- (3) The consideration and source of the consideration used are the shares exchanged by the Acquisition party set forth above and in Exhibit 1.01 to this report.
- (4) The person from whom control was assumed is Kevin Jasper, President of ISIM. Mr. Jasper controlled by ownership of preferred stock the majority of voting common stock.
- (5) The Acquisition company and the former control group have agreed that the Acquisition company shall elect the board of directors and the officers pursuant to the organizations by-laws, and the former board members and officers will resign as set forth below.

Item 5.02 Departure of Directors or Certain Officers, Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The following directors and officers of the corporation will resign effective May 15, 2013:

Kevin Jasper, Director/President CEO: Will resign pursuant to the terms of the Acquisition Agreement. Mr. Jasper has indicated his resignation will contain no disagreements with the Company. He has been provided a copy of this disclosure on the date of its filing and of the opportunity afforded him to provide written agreement with the facts stated herein.

Stephen Vlahos, Director/Vice-President: Will resign pursuant to the terms of the Acquisition Agreement. Mr. Vlahos has indicated his resignation will contain no disagreements with the Company. He has been provided a copy of this disclosure on the date of its filing and of the opportunity afforded him to provide written agreement with the facts stated herein.

Copies of the letters of resignation of the officers and directors are incorporated by reference herein as Exhibits 5.02(a) and 5.02(b)

The following individuals have been elected officers and directors as of the filing of this report:

SHAUN MORGAN, Director/CEO: Shaun Morgan is group Chief Executive Officer (CEO) and Managing Director of Corporate Partners Corporation and CEO Corporate Partners England. He is a member of the Corporate Executive Council of the Company. In his current role, Mr. Morgan is managing the European activities creating and implementing the strategy and coordinating all Corporate Partner businesses. Mr. Morgan is also responsible for the leadership of Corporate Partners in England and Europe, where he is heading the operations of a "Systems Logistical Framework" for country business. Strengthening Corporate Partner's operations in England is key to accelerating growth in Europe, which currently represents 60% of Corporate Partners' revenues. He is based in London, England.

In March 2008, Mr. Morgan joined Corporate Partners. Mr. Morgan has also served as President and CEO of Corporate Partners International, where he successfully built Corporate Partners' global team within three (3) years. Prior to that, he held leadership positions in various investment banking institutions and industry leading financial firms in Switzerland, England and the U.S.

Mr. Morgan attended Griffith University and received his Masters in Economics from the LSE in 1999 (where upon graduation, he was recruited to the investment banking group Julius Baer, Zurich, Switzerland). While at Bank Julius Baer, he held various roles and worked within their global offices in New York and London. In 2002, Mr. Morgan returned to Zurich, to head up SDC Card Services (which was the third largest electronic payment platform and solutions provider in Europe before being eventually sold off to a Norwegian Insurance Company). Prior to joining Corporate Partners in 2008, Mr. Morgan participated in various fixed income and bond offerings in his capacity as International Director at Bank One UK, successfully launching innovative investment products across diverse markets and borders.

Mr. Morgan has served as a director of five (5) companies previously and was Chairman G-Trade Securities Ltd. and Asset Management Ltd. in New Zealand and in Australia (where he was Chairman of FOREX Direkt). He owns a number of private businesses operating in both New Zealand, Europe and United States of America. He manages a substantial portfolio of other personal investments. He held

overall executive responsibility for the seven (7) regional subsidiary finance companies comprising SDC Finance and was a director and shareholder until September 2012. He has been in business on his own account for over twenty (20) years and is an experienced financier, investor and company director.

VELI UGUR CABUK, Director/CFO: Finrost International Equity Trust's new General Manager Ugur Cabuk was Born in Izmir in 1976, graduated from University of Izmir in Economics. Mr. Cabuk began his career as Fund Management Assistant within Yapikredi Bank in 1991 and Manager of Corporate Banking in 1997 and as manager in 1998 within Fund Management department. In the end of 1998, he has been transferred as a manager to Denizbank. In the year 2002, as new Senior Executive Manager in the YASAR Factoring and director of the securities in 2004 in the company, Seedwired Management general manager.

FRANK ALEG, Director/President: In 1990, Mr. Aleg attended the University of Canterbury in Christchurch (New Zealand) where he completed a Bachelor of Commerce. In 1993, he was admitted to the Institute of Chartered Accountants of New Zealand as a Chartered Accountant. Recruited on a scholarship, he spent four (4) years at Price Waterhouse in Christchurch, progressing to Senior Accountant within two (2) years. His role involved the preparation of management accounts requiring a close working relationship with key clients. In 1994, he travelled to the UK and following contract roles with Abbey National and Lehman Brothers. In 1995, he joined Inchcape plc as Stream Accountant for their Marketing and Distribution businesses in the Middle East and Asia Pacific. In 1996, he moved to Singapore as Chief Accountant of the Asia Pacific businesses, and by March 1998 had been promoted to Chief Financial Officer, Inchcape Marketing Services Japan. As CFO in Japan, he was closely involved in the sale of Inchcape Marketing Services Asia Pacific.

MARC DUCHESNE, Director: In 1992, Mr. Duchesne attended the Cambridge University (UK) where he completed a Bachelor of Laws. In 1993, he was admitted as a Barrister and Solicitor of the High Court of England & Wales. He spent two (2) years as a lawyer in Scotland with UK law firm Kensington Swan in their corporate department. In February 1995, he moved to London and joined NM Rothschild & Sons as a banker in their corporate finance department. He was closely involved in a range of significant corporate finance transactions from Hanson's GBP 2.5bn takeover of Eastern Electricity to the Spanish Government's USD 4.4bn placement of its residual equity holding in Telefonica. He was also a member of the original team that founded Rothschild's capital markets joint venture with ABN AMRO. In 1997, he joined Bankers Trust in London where he was ultimately a Vice President. He was responsible for marketing derivatives to financial institutions and corporates in the UK, Ireland and Scandinavia and developed a detailed understanding of structured financial products. In 1999, he was recruited by Bear Stearns International as a Managing Director with responsibility for equity derivatives marketing in UK, Ireland and Scandinavia. In 2001, he was promoted to Managing Director Principal and established a pan-European corporate equity derivatives business which involved structuring transactions for the bank's corporate and private equity clients. In 2002, he was given responsibility for developing an equity derivatives business with European hedge funds. After nine (9) years in London, he resigned from Bear Stearns in April 2004 to return to New Zealand. He was co-founding member of Corporate Partners in September 2007.

ANDREW WHITE, Director/President Asia: Mr. White attended the University of Melbourne (Australia) where he completed a Bachelor of Commerce (Accounting), a Diploma for Graduates (Marketing) and a Postgraduate Diploma in Commerce (awarded with credit). Following University he moved to London where he joined Salomon Brothers, initially in the financial control department. Until February 2011, he remained at the firm, throughout the series of mergers that resulted in the creation of Citigroup. During

this period, he spent time in the equity research division, in the quantitative research team working on the construction and marketing of the global equity index product, which was the first equity index to use the free float methodology. In 2002, he moved to the global loan portfolio management team as a credit analyst. Initially, he worked in the general corporate team, then moved to the telecommunications, media and technology team. In this role, he was responsible for Citigroup credit coverage of prominent European corporate clients such as Siemens, Philips, Lafarge, Infineon, Telewest, Holcim, Heidelberg Cement, OTE, France Telecom and Cable & Wireless. In keeping with Citigroup's drive to integrate its advisory and funding capabilities, he worked extensively with both the loans sales desk and the corporate finance team.

MARCY WALLACE, Director/Chief Treasury Officer: Ms. Wallace has an MA (Hons) in Music from Oxford University and was in Somerville College, where she was awarded the Lady Irene Seymour Scholarship. She then attended De Montfort University in Leicester (UK) where she completed her Common Professional Examinations in 1992 and Law Society Finals in 1993. She completed her articles at London law firm Compton Carr and was admitted as a Solicitor of the Supreme Court of England and Wales. In 1996, she joined leading global law firm, Clifford Chance where she spent seven (7) years working as a senior lawyer in the finance division of their London office, initially in their securitization team and then, in their corporate trusts department. During this period, she worked on numerous substantial and innovative capital markets transactions advising a range of prominent US and European financial institutions

Item 5.03 Amendments to Articles of Incorporation

On or about May 6, 2013, pursuant to the terms of the Acquisition Agreement, the Company filed Amended Articles of Incorporation changing its name to Corporate Partners Corporation in the State of Florida. The change became effective immediately, however, the Company has not as of the filing of this report, received confirmation from the State of Florida that the name has been accepted.

The amendment was approved by Unanimous Written Consent of the majority shareholder on the basis of the shareholder holding Preferred Stock with super voting rights and in conformity with Florida statutes regarding such amendments.

Item 8.01 Other events.

On May 6, 2013, the Company requested a voluntary symbol change from ISIM to CPCC from the Financial Industry Regulatory Authority ("FINRA"). This voluntary symbol change became effective May 6, 2013.

Item 9.01 Financial Statements

The financial statements of CPCC (formerly ISIM) for the first quarter ended March 31, 2013 are posted at www.otcmartkets.com/stock/CPCC/filings. The financials for this period do not include the consolidation of the acquisition because they were completed prior to the subsequent event taking place.

As of March 31, 2013, the unaudited balance sheet of **Corporate Partners UK** was:

Balance Sheet as of March 31st 2013	Amount
ASSETS	
Current Assets	
Cash in bank	\$ 14,518,831.00
Inventory	\$ 1,119,202.00
Accounts receivables	\$ 8,277,382.00
Prepaid Expenses	\$ 24,390.00
Other	\$ 100,000.00
Total Current Assets	\$ 24,039,805.00
Fixed Assets	
Proprietary Trading System	\$ 10,000,000.00
Network Streamline Access Server	\$ 1,500,000.00
Patent / Patent Pending	\$ 5,000,000.00
Real Estate/ Buildings	\$ 1,250,000.00
Investments	\$ 7,500,000.00
Total Fixed Assets	\$ 25,250,000.00
Other Assets	
Licensing Streamline 100 yr	\$ 100,000.00
Total Other Assets	\$ 100,000.00
TOTAL ASSETS	\$ 49,389,805.00
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 2,039,494.00
Tax payable	\$ 283,832.00
Accrued accounts	\$ 73,662.00
Notes payable (due within 12 months)	\$ 135,000.00
Current portion of long term debt (due within the ye	\$ 1,750,000.00
Other current liabilities	\$ 27,500.00
Total Current Liabilities	\$ 4,309,488.00
Long Term Liabilities	
Long Term Debt less Current Portion	\$ 2,500,000.00

Notes Payable (greater than 12 Months)	\$ 5,000,000.00
Other long term liabilities	\$ 1,500,000.00
	\$ -
Long Term Liabilities	\$ 9,000,000.00
LIABILITIES	\$ 13,309,488.00
<i>Equity</i>	
<i>Owners Net Worth/Capital Invested</i>	\$ 36,080,317.00
TOTAL NET POSITION	\$ 49,389,805.00

As of March 31, 2013, the unaudited balance sheet of **Insight Management Corporation** was:

	For the Three
	Month period
	31-Mar-13
Assets	
Current assets	
Cash	\$ 210
Investments	
Inventory	
Accounts receivable	
Pre-paid expenses	2,773
Notes receivable	1,500
Other Current Assets	
Total current assets	4,483
Fixed assets	
Property, plant and equipment	47
Leasehold improvements	
Equity and other investments	
Less accumulated depreciation	
Total fixed assets	47
Other assets	
Goodwill	
Total assets	4,530
Liabilities and stockholders' deficit	
Current liabilities	

Accounts payable	646,569
Short term notes	687
RTI loan	30,296
LTP	5,000
JDC Consulting	5,000
Herb Bomengend	5,000
Convertible notes payable	
Bank note payable	
Accrued interest	7,726
Total current liabilities	700,278
Long term liabilities	
Convertible Note Swart Baumuck	65,291
Mortgage note Simpson Bros	
Total long term liabilities	65,291
Stockholders' Deficit	
Preferred stock: 20,000,000 authorized; par value \$.01; 0 issued and outstanding	10
Common stock; 3,000,000,000 authorized; par value \$.00014 226,004,452; 1,004,443; and 264,630,276 issued and outstanding, respectively	31,641
Additional paid in capital	15,773,440
Accumulated deficit	(16,566,120)
Total stockholders' deficit	(761,039)
Total liabilities and Stockholder Deficit	4,530

Pro- forma Balance Sheet	
Period ending 31-March-2013	
Unaudited	
	Pro-forma Combined Balance Sheet period ending March 31, 2013
ASSETS	
Current Assets	
Cash	\$ 14,519,041
Inventory	1,119,202
Accounts receivables	8,277,382
Notes receivable	1,500

Pre-paid expenses		27,163
Other current assets		100,000
Total Current Assets	\$	24,044,288
Fixed Assets		
Proprietary Trading System	\$	10,000,000
Equipment		1,500,047
Patent/Patent Pending		5,000,000
Real property/buildings		1,250,000
Investments		7,500,000
Total Fixed Assets	\$	25,250,047
Other Assets		
Licensing Streamline 100 yr	\$	100,000
Total Other Assets	\$	100,000
Total Assets	\$	49,394,335
Liabilities and Shareholders' Equity		
Current liabilities		
Accounts payable	\$	2,686,063
Tax payable		283,832
Accrued expenses		81,388
Notes payable (due within 12 months)		180,983
Current portion of long term debt		1,750,000
Other current liabilities		27,500
Total current liabilities	\$	5,009,766
Long Term Liabilities		
Long term debt less current portion	\$	2,500,000
Notes payable (greater than 12 months)		5,000,000
Convertible notes payable		65,291
Other long term liabilities		1,500,000
Total long term liabilities	\$	9,065,291

Total Liabilities	\$	14,075,057
Stockholders' Equity		
Common stock; 3,000,000,000 authorized; par value \$.00014		
226,004,452 issued and outstanding	\$	31,641
Additional paid in capital		15,773,440
Retained earnings		19,514,197
Total stockholders' equity	\$	35,319,278
Total Liabilities and Stockholders' equity	\$	49,394,335

ACQUISITION AGREEMENT

This Agreement dated as of the 2nd day of May, 2013, by and among Insight Management Corporation, a Florida corporation with an address at 676A Ninth Avenue, New York, NY 10036 (“ISIM”), Corporate Partners Corporation, a United Kingdom corporation (“Corporate”), with offices in London, England, and the stockholders of Corporate who are set forth on Exhibit “A” which is annexed to, and made a part of, this Agreement.

WITNESSETH:

WHEREAS, at the time of the Closing (as defined in Article “3” of this Agreement) there shall be two hundred forty nine million nine hundred ninety nine thousand, seven hundred eighty six (249,999,786) shares of common stock of ISIM issued and outstanding;

WHEREAS, prior to the Closing, there shall be three hundred eighty five million four hundred ninety three thousand (385,493,000) shares of common stock of Corporate issued and outstanding;

WHEREAS, ISIM desires to acquire one hundred (100%) percent of the issued and outstanding common stock of Corporate (the “Corporate Common Stock”) in exchange for two hundred thirty seven million four hundred ninety nine thousand seven hundred ninety seven (237,499,797) shares of the issued and outstanding common stock of ISIM, par value \$0.00014 per share (the “ISIM Common Stock”);

WHEREAS, Corporate’s stockholders desire to acquire two hundred thirty seven million four hundred ninety nine thousand seven hundred ninety seven (237,499,797) shares of the issued and outstanding shares of common stock of ISIM, par value \$0.00014 per share from ISIM in exchange for one hundred (100%) of the issued and outstanding shares of the common stock of Corporate;

WHEREAS, the Board of Directors of both Corporate and ISIM believe that this Agreement is: (i) in the best interests of each corporation and the stockholders of both Corporate and ISIM and (ii) will advance the long-term business interests of ISIM and Corporate.

NOW, THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, in consideration of the representations, warranties, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged;

IT IS AGREED:

1. **Recitals.** The parties hereto adopt as part of this Agreement each of the recitals which is set forth in the WHEREAS clauses, and agree that such recitals shall be binding upon the Parties hereto by way of contract and not merely by way of recital or inducement. Such WHEREAS clauses are hereby confirmed and ratified as being true and accurate by each Party to this Agreement.

2. Acquisition. “Acquisition” shall refer to the following:
- (i) The acquisition by ISIM of one hundred (100%) percent of the issued and outstanding common shares of the Corporate Common Stock in exchange for,
 - (ii) an aggregate of two hundred thirty seven million four hundred ninety nine thousand seven hundred ninety seven (237,499,797) of the ISIM Common Stock (approximately ninety five (95%) percent of ISIM’s issued and outstanding),
 - (iii) leaving a balance of five percent (5%) percent of ISIM’s issued and outstanding, which shall be anti-dilutive and provided to the ISIM shareholders. Said five (5%) percent equates to twelve million four hundred ninety nine thousand, nine hundred eighty nine (12,499,989 ISIM restricted shares). It should be noted that the parties hereby agree that the balance of five (5%) percent to the ISIM shareholders shall be anti-dilutive shares; and
 - (iv) Corporate becoming a wholly-owned subsidiary of ISIM.

3. Other Definitions.

- A. The “Closing” of the Acquisition shall mean May 2nd, 2013.
- B. “FBCA” shall refer to the Florida Business Corporation Act.

4. Closing Transactions.

- A. The Stockholders of Corporate have approved this Agreement.
- B. The Board of Directors of Corporate has approved this Agreement.
- C. The Board of Directors of ISIM has approved this Agreement.
- D. At the Closing, ISIM shall deliver to Corporate’s stockholders two hundred thirty seven million four hundred ninety nine thousand, seven hundred ninety seven (237,499,797) shares of the ISIM Common Stock on a basis of one point seven (1.7) shares of ISIM for each share of Corporate issued and outstanding.
- E. At the Closing, Corporate’s stockholders shall deliver to ISIM one hundred (100%) percent of their shares of the Corporate common stock together with duly executed stock powers in blank.
- F. At the Closing, ISIM shall cancel all shares of stock designated as Preferred Series “A” issued and outstanding of ISIM.
- G. Subject to, and consistent with, the provisions of this Agreement, and in accordance with the relevant provisions of the FBCA, upon one hundred (100%) percent of the

Corporate Common Stock being delivered to ISIM, Corporate shall become a wholly-owned subsidiary of ISIM after the completion of the transactions set forth in this Article “4” of this Agreement.

5. Post-Closing Transactions. Promptly after the Closing, ISIM shall;

A. Amend its Certificate of Incorporation to change its name to “Corporate Partners Corporation” or such other name approved by ISIM’s Board of Directors and stockholders who own a majority of its issued and outstanding shares;

B. Sayid Retainer Agreement (approved by the parties – attached as Exh __);

C. Settlement Allowance Agreement (approved by the parties ISIM debts) (attached as Exh __);

D. Hold Harmless Agreement (approved by the parties –attached as Exh __);

E. Resignation of Directors Agreement for K Jasper and S. Vlahos (approved and attached as Exh __);

F. Electronic eligibility Agreement (approved and attached as Exh __);

G. Name and Symbol Change Agreement (approved and attached as Exh __);

H. Convertible Promissory Note (approved and attached as Exh __) ; and

I. Stock Purchase Agreement (approved and attached as Exh __).

6. Representations, Warranties and Covenants of Corporate. Corporate and Shaun Morgan as CEO, each severally but not jointly (both are independent of the other and without knowledge of, or responsibility for, the other) represent, warrant and covenant to ISIM as follows:

A. Corporate Status.

i. Corporate is a corporation duly organized, validly existing and in good standing pursuant to the laws of the country of the United Kingdom, with all requisite power and authority to carry on its business as presently conducted in all jurisdictions where presently conducted, to enter into this Agreement and to consummate the transactions set forth in this Agreement; and

ii. Copies of (a) the Certificate of Incorporation of Corporate, and all amendments to the Certificate of Incorporation and (b) the Bylaws of Corporate, as amended, certified by the Secretary of Corporate are annexed to, and made a part of, this Agreement as Exhibits “B” and “C”, respectively, and are complete and correct as of the date of this Agreement.

B. Capitalization. Corporate does not have any (i) subscriptions, options, warrants,

rights or other agreements outstanding to acquire from Corporate shares of stock of Corporate or any other equity security or security convertible into an equity security of Corporate, (ii) outstanding shares of preferred stock or (iii) agreements or commitments to increase, decrease or otherwise alter the authorized capital stock of Corporate. Shaun Morgan as CEO, represents and warrants the following with respect to only the shares which are set forth next to each of their names on Exhibit "A", he, she or it:

- i. is the record, beneficial and equitable owner of such shares; and
- ii. holds his, hers or its shares free and clear of all liens, claims or encumbrances and that he, she or it has the full right and authority to exchange or transfer said shares pursuant to the terms of this Agreement..

C. Authority of Corporate. Corporate has full corporate power and authority to execute, deliver and perform this Agreement and has taken all corporate action required by law and its organizational documents to authorize the execution and delivery of this Agreement and the consummation of the transactions set forth in this Agreement and no other corporate action on its part is necessary to authorize and approve this Agreement or to consummate the transactions contemplated by this Agreement. This Agreement and the consummation by Corporate of the transactions set forth in this Agreement have been duly and validly authorized, executed and delivered by the Board of Directors of Corporate, and (assuming the valid authorization, execution and delivery of this Agreement by ISIM) this Agreement is valid and binding upon Corporate and enforceable against Corporate in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies, and may be subject to general principles of equity whether or not such enforceability is considered in a proceeding at law or in equity). An executed certified resolution of the Board of Directors of Corporate approving Corporate's entry into this Agreement and the consummation of the transactions set forth in this Agreement are annexed to, and made a part of, this Agreement as Exhibit "D".

D. Compliance with the Law and Other Instruments. Corporate is and has been in material compliance in all material respects with any and all legal requirements applicable to Corporate, including, but not limited to, all applicable federal and state "blue-sky" securities laws. Corporate (i) has not received or entered into any citations, complaints, consent orders, compliance schedules, or other similar enforcement orders or received any written notice from any governmental authority or any other written notice which would indicate that Corporate is not currently in compliance with all applicable legal requirements, and (ii) is not in default under any legal requirement applicable to Corporate, and no condition exists (whether or not covered by insurance) that with or without notice or lapse of time or both would constitute a default under, or breach or violation of, any legal requirement applicable to Corporate. Without limiting the generality of the foregoing, Corporate has not received notice of any claim, action, suit, investigation or proceeding which might result in a finding that Corporate is not or has not been in compliance with legal requirements relating to (i) the development, testing, manufacture, packaging, distribution, and marketing of its products, (ii) employment, safety and health, and/or (iii) environmental protection, building, zoning and land use.

E. Absence of Conflicts. The execution and delivery of this Agreement, the transfer of their shares of Corporate Common Stock and the consummation by Corporate of the transactions set forth in this Agreement: (i) do not and shall not conflict with or result in a breach of any provision of Corporate's Certificate of Incorporation or Bylaws, (ii) do not and shall not result in any breach of, or constitute a default or cause an acceleration under any arrangement, agreement or other instrument to which Corporate is a party to or by which any of its assets are bound, (iii) do not and shall not cause Corporate to violate or contravene any provision of law or any governmental rule or regulation, and (iv) will not and shall not result in the imposition of any lien, or encumbrance upon, any property of Corporate. Corporate has performed in all material respects all of its obligations which are, as of the date of this Agreement, required to be performed, pursuant to the terms of any such agreement, contract or commitment.

F. Financial Statements. Attached hereto as Exhibit "E" are the following audited financial statements of Corporate (collectively the "Corporate Financial Statements"): (i) consolidated balance sheets as of December 31st 2012, (ii) statements of income for the period from inception through March 31st 2013, (iii) changes in stockholders' equity and (iv) cash flow from inception to March 31st 2013.

G. Non-Tax Liabilities. Corporate does not have any liabilities of any nature, accrued or contingent, including, but not limited to, liabilities to customers or suppliers, other than the following:

i. Liabilities for which full provision has been made on the Corporate Financial Statements; and

ii. Other liabilities arising since inception and prior to the date of this Agreement in the ordinary course of business as set forth in Section "6I" of the Corporate Disclosure Statement which is annexed hereto as Exhibit "F" which are not inconsistent with the representations and warranties of Corporate or any other provision of this Agreement.

H. Representations and Obligations With Respect to Taxes.

i. As used in this Paragraph "H" of this Article "6" of this Agreement, "Affiliated Group" means any affiliated group within the meaning of Section 1504(a) of the Internal Revenue Code of 1986, as amended (the "Code") or any similar group defined under a similar provision of state, local, or foreign law; "Tax" means any Federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and "Taxes" means any or all of the foregoing collectively; and "Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto and including any amendment thereof.

ii. Corporate has filed all tax returns which it was required to file, all such tax returns were true, correct, and complete in all material respects, all taxes owed by Corporate (whether or not shown on any tax return and whether or not any tax return was required) have been paid, Corporate is not currently the beneficiary of any extension of time within which to file any tax return, no claim has ever been made by a taxing authority in a jurisdiction where Corporate does not file tax returns which it is or may be subject to taxation by that jurisdiction, and there are no liens on any of the assets of Corporate that arose in connection with any failure (or alleged failure) to pay any tax, except for liens for taxes not yet due.

iii. Corporate has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

iv. No director or officer (or employee responsible for tax matters) of Corporate has received any notification (whether written or oral) that any taxing authority will assess any additional taxes for any period for which tax returns have been filed. There is no dispute or claim concerning any tax liability of Corporate claimed or raised by any taxing authority. Section "6J" of Exhibit "F" lists all Federal, state, local, and foreign income tax returns filed with respect to Corporate and indicates which of those tax returns has been audited and indicates those tax returns which currently are the subject of audit or with respect to which any written or unwritten notice of any audit or examination has been received by Corporate. No issue relating to taxes has been raised by a taxing authority during any pending audit or examination, and no issue relating to taxes was raised by a taxing authority in any completed audit or examination, which reasonably can be expected to recur in a later taxable period. Section "6J" of Exhibit "F" includes true, correct, and complete copies of all Federal income tax returns, examination reports, and statements of deficiencies assessed against or agreed to by Corporate.

v. Corporate has not waived any statute of limitations with respect to taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

vi. Corporate has not made any payments, is not obligated to make any payments and is not a party to any agreement which under certain circumstances could obligate it to make any payments that will not be deductible under section 280G of the Code. Corporate has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code. Corporate has disclosed on its Federal income tax returns all positions taken therein which could give rise to a substantial understatement of Federal income tax within the meaning of Section 6662 of the Code. Corporate is not a party to any tax allocation or sharing agreement. Corporate (a) has not been a member of an Affiliated Group filing a consolidated Federal income tax return and (b) has no liability for the taxes of any person under treasury regulation section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

vii. Corporate shall not be required to include in a taxable period ending after the Closing taxable income attributable to income which accrued in a prior taxable period but was not recognized in any prior taxable period as a result of the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash

method of accounting, or Section 481 of the Code or any comparable provision of state, local, or foreign tax law.

viii. Except as otherwise set forth in Section “6J” of Exhibit “F” attached hereto, Corporate is not a party to any joint venture, partnership, or other arrangement or contract which could be treated as a partnership for Federal income tax purposes.

ix. Corporate has not entered into any sale leaseback or leveraged lease transaction which fails to satisfy the requirements of Revenue Procedure 75-21 (or similar provisions of foreign law) or any safe harbor lease transaction.

x. All elections with respect to taxes affecting Corporate are disclosed or attached to a tax return of Corporate.

xi. All private letter rulings issued by the Internal Revenue Service to Corporate (and any corresponding ruling or determination of any state, local, or foreign taxing authority) have been disclosed in Section “6J” of Exhibit “F”, and there are no pending requests for any such rulings (or corresponding determinations).

K. Contracts. Except as set forth in Section “6K” of Exhibit “F”, Corporate is not a party to any material contracts.

L. Absence of Changes. Since inception, there has not been any material adverse change in the business, financial condition, operations, results of operations, or future prospects of Corporate taken as a whole. Without limiting the generality of the foregoing except as set forth in Section 6C of Exhibit “F”, since inception:

i. Corporate has not sold, leased, transferred, or assigned any material assets, tangible or intangible, outside of the ordinary course of business;

ii. Corporate has not entered into any material agreement, contract, lease, or license outside of the ordinary course of business;

iii. No party (including Corporate) has accelerated, terminated, made material modifications to, or canceled any material agreement, contract, lease, or license to which Corporate is a party;

iv. Corporate has not made any material expenditures of its capital outside of the ordinary course of business;

v. Corporate has not made any material capital investment in, or any material loan to, any other person or entity outside of the ordinary course of business;

vi. Corporate has not granted any license or sublicense of any material rights under or with respect to any intellectual property;

vii. Corporate has not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock (whether in cash or in kind);

viii. Corporate has not experienced any material damage, destruction, or loss (whether or not covered by insurance) to its property;

ix. Corporate has not made any loan to, or entered into any other transaction with, any of its directors, officers, and employees outside of the ordinary course of business;

x. Corporate has not granted any increase in the base compensation of any of its directors, officers, and employees outside of the ordinary course of business;

xi. Corporate has not made any other material change in employment terms for any of its directors, officers, and employees outside of the ordinary course of business;

xii. Corporate has not experienced any event, circumstance, or change (other than general economic conditions) which had or can reasonably be expected to have a material adverse effect upon the business, operations, prospects, properties, financial condition, or working capital of Corporate;

xiii. Corporate has not made any change in any existing election, or made any new election, with respect to any tax law in any jurisdiction which election could have an effect upon the tax treatment of Corporate or its business operations;

xiv. Corporate has not settled any claim or litigation, or filed any motions, orders, briefs, or settlement agreements in any proceeding before any governmental authority or any arbitrator;

xv. Corporate has not maintained its books of account other than in the usual, regular, and ordinary manner and on a basis consistent with prior periods or made any change in any of its accounting methods or practices;

xvi. Corporate has not suffered any extraordinary losses or waived any rights of any value;

xvii. Corporate has not (a) liquidated inventory or accepted product returns other than in the ordinary course, (b) accelerated receivables, (c) delayed payables, or (d) changed in any material respect its practices in connection with the payment of payables and/or the collection of receivables; and

xviii. Corporate has not committed to do any of the actions set forth in Subparagraphs “i” through “xxiii” of this Paragraph “L” of this Article “6” of this Agreement.

M. No Approvals. No approval of any third party including, but not limited to, any governmental authority is required in connection with the consummation of the transactions set forth in this Agreement.

N. Broker. Corporate has not had any dealing with respect to the transactions set forth in this Agreement with any business broker, firm or salesman, or any person or corporation, investment banker or financial advisor who is or shall be entitled to any broker's or finder's fee or any other commission or similar fee with respect to the transactions set forth in this Agreement. Corporate represents that it has not dealt with any such person, firm or corporation and agrees to indemnify and hold harmless Corporate from and against any and all claims for brokerage commissions by any person, firm or corporation on the basis of any act or statement alleged to have been made by Corporate or its affiliates or agents.

O. Securities Laws. Neither Corporate nor any director or executive officer of Corporate, is or has been the subject of any action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and there is not, pending or contemplated, any investigation by the United States Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or other regulatory authority with respect to Corporate or any current or former director or executive officer of Corporate.

P. Intellectual Property.

i. Corporate has not interfered with, infringed upon, misappropriated, or violated any material intellectual property rights of third parties in any material respect, and none of the directors and officers of Corporate has ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Corporate must license or refrain from using any intellectual property rights of any third party). No third party has interfered with, infringed upon, misappropriated, or violated any intellectual property rights of Corporate in any respect.

ii. Section "6P" of Exhibit "F" identifies each patent or registration which has been issued to Corporate with respect to any of its intellectual property, identifies each pending patent application or application for registration which Corporate has made with respect to any of its intellectual property, and identifies each license, agreement, or other permission which Corporate has granted to any third party with respect to any of its intellectual property (together with any exceptions). Section "6P" of Exhibit "F" sets forth correct and complete copies of all such patents, registrations, applications, licenses, agreements, and permissions (as amended to date). Section "6P" of Exhibit "F" also identifies each trade name or unregistered trademark and each copyright used by Corporate in connection with any of its businesses.

With respect to each item of intellectual property required to be identified in Section "6P" of Exhibit "F" pursuant to the prior paragraph of this Subparagraph "ii" of this Paragraph "P" of this Article "6" of this Agreement:

a. Corporate possesses all right, title, and interest in and to the item, free and clear of any security interest, license, or other restriction;

b. the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

c. no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or is threatened which challenges the legality, validity, enforceability, use, or ownership of the item; and

d. Corporate has never agreed to indemnify any person or entity for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

iii. Section “6P” of Exhibit “F” identifies each material item of intellectual property which any third party owns and which Corporate uses pursuant to license, sublicense, agreement, or permission. Section “6P” of Exhibit “F” sets forth correct and complete copies of all such licenses, sublicenses, agreements, and permissions (with all amendments, if any).

With respect to each item of intellectual property required to be identified in Section “6P” of Exhibit “F” pursuant to the prior paragraph of this Subparagraph “iii” of this Paragraph “P” of this Article “6” of this Agreement:

a. the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect in all material respects;

b. no other party to the license, sublicense, agreement, or permission is in material breach or default thereof, and no event has occurred which with notice or lapse of time would constitute a material breach or default by such other party or permit termination, modification or acceleration thereof by Corporate;

c. Corporate is not in material breach or default of any such license, sublicense, agreement, or permission, and no event has occurred which with notice or lapse of time would constitute a material breach or default by Corporate or permit termination, modification, or acceleration thereof by another party thereto;

d. no other party to the license, sublicense, agreement, or permission has repudiated any material provision thereof;

e. Corporate has not repudiated any material provision of any license, sublicense, agreement, or permission; and

f. Corporate has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

iv. Corporate is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, which would interfere with his or her duties to Corporate or that would conflict with Corporate’s business as conducted.

Q. Insurance. Section “6Q” of Exhibit “F” sets forth the following information with respect to each material insurance policy (including policies providing property, casualty, liability,

and workers' compensation coverage and bond and surety arrangements) with respect to which Corporate is a party, a named insured, or otherwise the beneficiary of coverage:

- i. the name, address, and telephone number of the agent;
- ii. the name of the insurer, the name of the policyholder, and the name of each covered insured;
- iii. the policy number and the period of coverage;
- iv. the scope (including an indication of whether the coverage is on a claims made, occurrence, or other basis) and the amount (including a description of how deductibles and ceilings are calculated and operate) of coverage; and
- v. a description of any retroactive premium adjustments or other material loss-sharing arrangements.

With respect to each such insurance policy: (i) the policy is legal, valid, binding, enforceable, and in full force and effect in all material respects; (ii) neither any of Corporate nor any other party to the policy is in material breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred which, with notice or the lapse of time, would constitute such a material breach or default, or permit termination, modification, or acceleration, under the policy (including but not limited to retroactive premium adjustments); and (iii) no party to the policy has repudiated any material provision thereof. Section "6Q" of Exhibit "F" describes any material self-insurance arrangements affecting Corporate, and identifies each material insurance claim made by Corporate in the three (3) years prior to the date of this Agreement.

R. Employee Benefits. There is no employee benefit plan which Corporate maintains or to which Corporate contributes or has any obligation to contribute.

S. Guaranties. Corporate is not a guarantor or is not otherwise responsible for any liability or obligation (including indebtedness) of any other person or entity.

T. Certain Business Relationships. Except as set forth in Section "6T" of Exhibit "F", none of the officers, directors or stockholders of Corporate has been involved in any material business arrangement or relationship with Corporate, and none of the officers, directors or stockholders of Corporate owns any material asset, tangible or intangible, which is used in the business of Corporate.

U. Registration Rights. Except as is set forth in Section "6U" of Exhibit "F", Corporate has not granted or agreed to grant to any person or entity any rights (including piggyback registration rights) to have any securities of Corporate registered with the United States Securities and Exchange Commission or any other governmental authority.

V. Change of Control Payments. Neither the execution, delivery and performance by Corporate of this Agreement nor the consummation of any of the transactions contemplated by this

Agreement shall require any payment by Corporate, in cash or kind, under any agreement, plan, policy, commitment or other arrangement of Corporate. There are no agreements, plans, policies, commitments or other arrangements with respect to any compensation, benefits or consideration which will be materially increased, or the vesting of benefits of which will be materially accelerated, as a result of the execution and delivery of this Agreement and any of the Exhibits to this Agreement or the occurrence of any of the transactions completed by this Agreement. There are no payments or other benefits, the value of which will be calculated on the basis of any of the transactions contemplated by this Agreement. Corporate has not made, is not obligated to make, and is not a party to any agreement that under certain circumstances could obligate it to make any “excess parachute payment” as defined in Code Section 280G.

W. Investments. Corporate owns no debt or equity securities of any entities except as set forth in Section “6W” of Exhibit “F” attached hereto.

X. Accounts Receivable. Except as otherwise set forth in Section “6X” of Exhibit “F”, the accounts receivable reflected on the April 22nd 2013 balance sheet included in the Corporate Financial Statements and all of Corporate’s accounts receivable arising since March 31st 2013 arose from bona fide transactions in the ordinary course of business, and the goods and services involved have been sold, delivered, and performed to the account obligors, and no further filings (with governmental authorities, insurers or others) are required to be made, no further goods are required to be provided and no further services are required to be rendered in order to complete the sales and fully render the services and to entitle Corporate to collect the accounts receivable in full. Except as otherwise set forth in Section “6X” of Exhibit “F” attached hereto, no such account has been assigned or pledged to any other person or entity, and, except only to the extent fully reserved against as set forth in the March 31st 2013 balance sheet included in the Corporate Financial Statements, no defense or set-off to any such account has been asserted by the account obligor.

Y. Inventory. Corporate does not have any inventory.

Z. Properties and Assets. Corporate has and will have as of the Closing legal and beneficial ownership of any and all properties and assets (real, personal or mixed, tangible or intangible) set forth in Section “6Z” of Exhibit “F”, or the legal right to use such properties and assets through lease agreements, licenses or the like, free and clear of any and all liens. Except as otherwise set forth in Section “6Z” of Exhibit “F”, Corporate’s properties and assets are suitable for the purposes for which intended and in operating condition and repair consistent with normal industry standards, except for ordinary wear and tear, and except for such properties and assets as shall have been taken out of service on a temporary basis for repairs or replacement consistent with Corporate’s prior practices and normal industry standards. Except as otherwise set forth in Section “6Z” of Exhibit “F”, since inception there has not been any significant interruption of Corporate’s business due to inadequate maintenance or obsolescence of the properties and assets.

AA. Real Property. Except as set forth on Section “6AA” of Exhibit “F” Corporate has no interest in any real property.

BB. Commitments.

i. Except as otherwise set forth in Section “6BB” of Exhibit “F”, Corporate is

not a party to or bound by any of the following, whether written or oral:

a. any contract which cannot by its terms be terminated by Corporate upon thirty (30) days' or less notice without penalty or whose term continues beyond one year after the date of this Agreement;

b. any contract or commitment for capital expenditures by Corporate not in the ordinary course of business;

c. any lease or license with respect to any properties, real or personal, whether as landlord, tenant, licensor, or licensee;

d. any contract, indenture, or other instrument relating to the borrowing of money or the guarantee of any obligation or the deferred payment of the purchase price of any Properties;

e. any partnership agreement, joint venture agreement or limited liability company agreement;

f. any contract with any affiliate of Corporate relating to the provision of goods or services by or to Corporate;

g. any contract for the sale of any assets not in Corporate's ordinary course of business;

h. any contract which purports to limit Corporate's freedom to compete freely in any line of business or in any geographic area;

i. preferential purchase right, right of first refusal, or similar contract;

or

j. other contract with respect to the business of Corporate.

ii. Except as disclosed in Section "6BB" of Exhibit "F", all of the contracts listed or required to be listed in Section "6BB" of Exhibit "F" are valid, binding, and in full force and effect, Corporate has not been notified or advised by any party thereto of such party's intention or desire to terminate or modify any such contract in any respect, and Corporate is not in breach of any of the terms or covenants of any contract listed or required to be listed in Section "6BB" of Exhibit "F".

iii. Except as otherwise set forth in Section "6BB" of Exhibit "F", Corporate is not a party to or bound by any contract or contracts the terms of which were arrived at by or otherwise reflect less-than-arm's-length negotiations or bargaining.

CC. Permits. Corporate has any and all permits, rights, approvals, licenses, authorizations, legal status, orders, or contracts under any legal requirement or otherwise granted by any governmental authority ("Permits") necessary for Corporate to own, operate, use, and/or maintain its properties and to conduct its business and operations as presently conducted and as it

presently expects such business and operations to be conducted in the future. All such Permits are in effect, no proceeding is pending to modify, suspend or revoke, withdraw, terminate, or otherwise limit any such Permits. No administrative or governmental actions have been taken in connection with the expiration or renewal of such Permits which could reasonably be expected to adversely affect the ability of Corporate to own, operate, use, or maintain any of its properties or to conduct its business and operations as presently conducted and as expected to be conducted in the future. There are no (i) violations which have occurred that remain uncured, unwaived, or otherwise unresolved, or are occurring in respect of any such Permits, other than inconsequential violations, and (ii) circumstances which exist that would prevent or delay the obtaining of any requisite consent, approval, waiver, or other authorization of the transactions contemplated by this Agreement with respect to such Permits that by their terms or under applicable law may be obtained only after Closing.

(i) the name of each bank, trust company, or other financial institution and stock or other broker with which Corporate has an account, credit line or safe deposit box or vault, (ii) the names of all persons authorized to draw thereon or to have access to any safe deposit box or vault, (iii) the purpose of each such account, safe deposit box, or vault, and (iv) the names of all persons authorized by proxies, powers of attorney, or other like instrument to act on behalf of Corporate in matters concerning any of its business or affairs.

DD. Banks. In Section “8DD” of Exhibit “F” sets forth (i) the name of each bank, trust company, or other financial institution and stock or other broker with which Corporate has an account, credit line or safe deposit box or vault, (ii) the names of all persons authorized to draw thereon or to have access to any safe deposit box or vault, (iii) the purpose of each such account, safe deposit box, or vault, and (iv) the names of all persons authorized by proxies, powers of attorney, or other like instrument to act on behalf of Corporate in matters concerning any of its business or affairs. Except as otherwise set forth in Section “8DD” of Exhibit “F” attached hereto, no such proxies, powers of attorney, or other like instruments are irrevocable.

EE. Absence of Certain Business Practices. There is no instance where Corporate or any affiliate or agent of Corporate, or any other person acting on behalf of or associated with Corporate, acting alone or together, has received, directly or indirectly, any rebates, payments, commissions, promotional allowances or any other economic benefits, regardless of their nature or type, from any customer, supplier, employee, or agent of any customer or supplier.

FF. Transactions with Affiliates. Except as set forth in Section “6FF” of Exhibit “F” attached hereto and except for normal advances to employees consistent with past practices, payment of compensation for employment to employees consistent with past practices, and participation in employee benefit plans by employees, Corporate has not purchased, acquired, or leased any property or services from, or sold, transferred, or leased any property or services to, or loaned or advanced any money to, or borrowed any money from, or entered into or been subject to any management, consulting, or similar agreement with, or engaged in any other significant transaction with any officer, director, or stockholder of Corporate or any of their respective affiliates. Except as set forth in Section “6FF” of Exhibit “F”, no officer, director, or stockholder of Corporate and none of their respective affiliates is indebted to Corporate for money borrowed or other loans or advances, and Corporate is not indebted to any such affiliate.

GG. Litigation. There are no legal, administrative, arbitration or other proceedings or governmental investigations materially affecting Corporate or its properties, assets or businesses, or with respect to any matter arising out of the conduct of Corporate's business pending or threatened, by or against, any officer or director of Corporate in connection with its affairs, whether or not covered by insurance. (i) neither Corporate nor its officers or directors are subject to any order, writ, injunction or decree of any court, department, agency or instrumentality affecting Corporate, and (ii) Corporate is not presently engaged in any legal action. Section "6GG" of Exhibit "F" also includes a listing of all claims, actions, suits, investigations, or proceedings involving Corporate which were pending, settled, or adjudicated since inception.

HH. Business Conducted in No Other Name. All business of Corporate has been conducted in its name and for its benefit and there are no parties related, either directly or indirectly, which are competing for the business of Corporate.

II. No Approvals. No approval of any governmental authority is required of them in connection with the consummation of the transactions set forth in this Agreement.

JJ. Broker. They have not had any dealing with respect to this transaction with any business broker, firm or salesman, or any person or corporation, investment banker or financial advisor who is or shall be entitled to any broker's or finder's fee or any other commission or similar fee with respect to the transactions set forth in this Agreement. Shaun Morgan represents that he has not dealt with any such person, firm or corporation and agrees to indemnify and hold harmless ISIM from and against any and all claims for brokerage commissions by any person, firm or corporation on the basis of any act or statement alleged to have been made by him or it or his or its affiliates or agents.

KK. Complete Disclosure. No representation or warranty of Corporate which is set forth in this Agreement, or in a writing furnished or to be furnished pursuant to this Agreement, contains or shall contain any untrue statement of a material fact, or omits or shall omit to state any fact which is required to make the statements which are contained in this Agreement or in a writing furnished or to be furnished pursuant to this Agreement, in light of the circumstances under which they were made, not materially misleading. There is no fact relating to the business, affairs, operations, conditions (financial or otherwise) or prospects of Corporate which would materially adversely affect same which has not been disclosed to ISIM in this Agreement.

LL. Notification. If any event occurs or any event known to Corporate, relating to or affecting either shall occur as a result of which (i) any provision of this Article "6" of this Agreement at that time shall include an untrue statement of a fact, or (ii) this Article "6" of this Agreement shall omit to state any fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading, Corporate, as the case may be, shall immediately notify ISIM pursuant to Paragraph "C" of Article "11" of this Agreement.

MM. No Defense. It shall not be a defense to a suit for damages for any misrepresentation or breach of covenant or warranty that ISIM knew or had reason to know that any covenant, representation or warranty of Corporate in this Agreement or furnished or to be furnished to ISIM contained untrue statements.

7. ISIM's Representations, Warranties and Covenants. ISIM represents, warrants and covenants to Corporate as follows:

A. Corporate Status.

i. ISIM is a corporation duly organized, validly existing and in good standing pursuant to the laws of the State of Florida, with all requisite power and authority to carry on its business as presently conducted in all jurisdictions where presently conducted, to enter into this Agreement and to consummate the transactions set forth in this Agreement; and

ii. Copies of (a) the Certificate of Incorporation of ISIM, and all amendments to the Certificate of Incorporation certified by the Secretary of ISIM and (b) the Bylaws of ISIM, as amended, certified by the Secretary of ISIM are annexed to, and made a part of, this Agreement as Exhibits "G" and "H", respectively, and are complete and correct as of the date of this Agreement.

B. Capitalization. ISIM has an authorized capitalization of (i) three billion (3,000,000,000) shares of common stock, par value \$0.00014 per share, of which two hundred forty nine million nine hundred ninety nine thousand seven hundred eighty six (249,999,786) shares are issued and outstanding on the date hereof, (ii) nine million one thousand (9,001,000) shares of preferred stock of which three (3) shares are designated as Preferred Series "A", five million (5,000,000) shares are designated as Preferred Series "B", and four million nine hundred ninety seven (4,000,997) shares are undesignated preferred stock. As of the date hereof there is only one (1) share of Preferred Series "A" issued and outstanding.

ISIM does not have any (i) subscriptions, options, warrants, rights or other agreements outstanding to acquire from ISIM shares of stock of ISIM or any other equity security or security convertible into an equity security of ISIM, (ii) outstanding shares of preferred stock or (iii) agreements or commitments to increase, decrease or otherwise alter the authorized capital stock of ISIM.

C. Authority of ISIM. ISIM has full corporate power and authority to execute, deliver and perform this Agreement and has taken all corporate action required by law and its organizational documents to authorize the execution and delivery of this Agreement and the consummation of the transactions set forth in this Agreement and no other corporate action on its part is necessary to authorize and approve this Agreement or to consummate the transactions contemplated by this Agreement. This Agreement and the consummation by ISIM of the transactions set forth in this Agreement have been duly and validly authorized, executed and delivered by the Board of Directors of ISIM, and (assuming the valid authorization, execution and delivery of this Agreement by Corporate) this Agreement is valid and binding upon ISIM and enforceable against ISIM in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies, and may be subject to general principles of equity whether or not such enforceability is considered in a proceeding at law or in equity). An executed certified resolution of the Board of Directors of ISIM approving ISIM's entry into this Agreement and the consummation of the transactions set forth in this Agreement are

annexed to, and made a part of, this Agreement as Exhibit “T”.

D. Compliance with the Law and Other Instruments. Except as otherwise set forth in Section “8D” of the ISIM Disclosure Statement which is annexed hereto as Exhibit “J”, ISIM is and has been in material compliance in all material respects with any and all legal requirements applicable to ISIM, including, but not limited to, all applicable federal and state “blue sky” securities laws. Except as otherwise set forth in Section “8D” of Exhibit “J”, ISIM (i) has not received or entered into any citations, complaints, consent orders, compliance schedules, or other similar enforcement orders or received any written notice from any governmental authority or any other written notice which would indicate that ISIM is not currently in compliance with all applicable legal requirements, and (ii) is not in default under any legal requirement applicable to ISIM, and no condition exists (whether or not covered by insurance) that with or without notice or lapse of time or both would constitute a default under, or breach or violation of, any legal requirement applicable to ISIM. Without limiting the generality of the foregoing, ISIM has not received notice of any claim, action, suit, investigation or proceeding which might result in a finding that ISIM is not or has not been in compliance with legal requirements relating to (i) the development, testing, manufacture, packaging, distribution, and marketing of its products, (ii) employment, safety and health, and/or (iii) environmental protection, building, zoning and land use.

E. Absence of Conflicts. The execution and delivery of this Agreement, and the consummation by ISIM of the transactions set forth in this Agreement: (i) do not and shall not conflict with or result in a breach of any provision of ISIM’s Certificate of Incorporation or Bylaws, (ii) do not and shall not result in any breach of, or constitute a default or cause an acceleration under any arrangement, agreement or other instrument to which ISIM is a party to or by which any of its assets are bound, (iii) do not and shall not cause ISIM to violate or contravene any provision of law or any governmental rule or regulation, and (iv) will not and shall not result in the imposition of any lien, or encumbrance upon, any property of ISIM. ISIM has performed in all material respects all of its obligations which are, as of the date of this Agreement, required to be performed, pursuant to the terms of any such agreement, contract or commitment.

F. Financial Statements. The following unaudited financial statements for ISIM (collectively the “ISIM Financial Statements”) are available (i) statements of income for the period between inception and ended December 31, 2012, (ii) changes in stockholders’ equity, and (iii) cash flow as of and for the period between inception and ended December 31, 2012. The ISIM Financial Statements (including the notes thereto) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby and present fairly the financial condition of ISIM as of such dates and the results of operations of ISIM for such periods. The ISIM Financial Statements are available for review at www.otcmarkets.com/stock/ISIM/filings.

G. Environmental Compliance.

i. ISIM has complied and is in compliance, in all material respects, with all applicable Environmental, Health and Safety Requirements.

ii. Without limiting the generality of subparagraph “i” of this Paragraph “G” of this Article “6” of this Agreement, ISIM has obtained, has complied and is in compliance, in all

material respects, with all material permits, licenses and other authorizations which are required pursuant to Environmental, Health and Safety Requirements for the occupation of its facilities and the operation of its business.

iii. ISIM has not received any written or oral notice, report or other information with respect to any actual or alleged material violation of Environmental, Health and Safety Requirements, or any material liabilities or potential material liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any material investigatory, remedial or corrective obligations, relating to its business or its facilities arising under Environmental, Health and Safety Requirements.

H. OSHA Compliance. ISIM is in compliance with all applicable federal, state and local laws, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges pursuant to OSHA and other governmental requirements relating to occupational health and safety including, but not limited to, OSHA.

I. Liabilities. ISIM does not have any liabilities of any nature, accrued or contingent, including, but not limited to, liabilities to customers or suppliers, or any knowledge of such liabilities, other than the following:

i. Liabilities for which full provision has been made on the ISIM Financial Statements, which are accurate; and

ii. Other liabilities arising since inception and prior to the date of this Agreement in the ordinary course of business (which shall not include liabilities to customers on account of defective products or services) as set forth in Section “8I” of Exhibit “J” which are not inconsistent with the representations and warranties of ISIM or any other provision of this Agreement.

J. Representations and Obligations Regarding Taxes.

i. As used in this Paragraph “J” of this Article “7” of this Agreement, “Affiliated Group” means any affiliated group within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local, or foreign law; “Tax” means any Federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and “Taxes” means any or all of the foregoing collectively; and “Tax Return” means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto and including any amendment thereof.

ii. Except as set forth in Section “8J” of Exhibit “J”, ISIM has filed all tax returns which it was required to file and all such tax returns were true, correct, and complete in all

material respects, all taxes owed by ISIM (whether or not shown on any tax return and whether or not any tax return was required) have been paid, ISIM is not currently the beneficiary of any extension of time within which to file any tax return, no claim has ever been made by a taxing authority in a jurisdiction where ISIM does not file tax returns which it is or may be subject to taxation by that jurisdiction, and there are no liens on any of the assets of ISIM that arose in connection with any failure (or alleged failure) to pay any tax, except for liens for taxes not yet due.

iii. ISIM has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

iv. No director or officer (or employee responsible for tax matters) of ISIM has received any notification (whether written or oral) that any taxing authority will assess any additional taxes for any period for which tax returns have been filed. There is no dispute or claim concerning any tax liability of ISIM claimed or raised by any taxing authority. Except as otherwise set forth in Section “8J” of Exhibit “J” attached hereto, no issue relating to taxes has been raised by a taxing authority during any pending audit or examination, and no issue relating to taxes was raised by a taxing authority in any completed audit or examination, which reasonably can be expected to recur in a later taxable period.

v. ISIM has not waived any statute of limitations with respect to taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

vi. ISIM has not made any payments, is not obligated to make any payments and is not a party to any agreement which under certain circumstances could obligate it to make any payments that will not be deductible under section 280G of the Code. ISIM has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code. ISIM has disclosed on its Federal income tax returns all positions taken therein which could give rise to a substantial understatement of Federal income tax within the meaning of Section 6662 of the Code. ISIM is not a party to any tax allocation or sharing agreement. ISIM (a) has not been a member of an Affiliated Group filing a consolidated Federal income tax return and (b) has no liability for the taxes of any person under treasury regulation section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

vii. ISIM shall not be required to include in a taxable period ending after the Closing Date taxable income attributable to income which accrued in a prior taxable period but was not recognized in any prior taxable period as a result of the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting, or Section 481 of the Code or any comparable provision of state, local, or foreign tax law.

viii. Except as otherwise set forth in Section “8J” of Exhibit “J” attached hereto, ISIM is not a party to any joint venture, partnership, or other arrangement or contract which could be treated as a partnership for Federal income tax purposes.

ix. Except as otherwise set forth in Section “8J” of Exhibit “J” attached hereto, ISIM has not entered into any sale leaseback or leveraged lease transaction which fails to satisfy the requirements of Revenue Procedure 75-21 (or similar provisions of foreign law) or any safe harbor lease transaction.

x. All elections with respect to taxes affecting ISIM are disclosed or attached to a tax return of ISIM.

xi. All private letter rulings issued by the Internal Revenue Service to ISIM (and any corresponding ruling or determination of any state, local, or foreign taxing authority) have been disclosed in Section “8J” of Exhibit “J”, and there are no pending requests for any such rulings (or corresponding determinations).

K. Contracts. Except as set forth in Section “8K” of Exhibit “J”, ISIM is not a party to any material contracts.

L. Absence of Changes. Since its December 31, 2012 Financial Statement, there has not been any material adverse change in the business, financial condition, operations, results of operations, or future prospects of ISIM taken as a whole. Without limiting the generality of the foregoing, except as set forth in Section “8L” of Exhibit “J” since December 31, 2012:

i. ISIM has not sold, leased, transferred, or assigned any material assets, tangible or intangible, outside of the ordinary course of business;

ii. ISIM has not entered into any material agreement, contract, lease, or license outside of the ordinary course of business;

iii. no party (including ISIM) has accelerated, terminated, made material modifications to, or canceled any material agreement, contract, lease, or license to which ISIM is a party;

iv. ISIM has not imposed any security interest upon any of its assets, tangible or intangible;

v. ISIM has not made any material expenditures of its capital outside of the ordinary course of business;

vi. ISIM has not made any material capital investment in, or any material loan to, any other person or entity outside of the ordinary course of business;

vii. ISIM has not created, incurred, assumed, or guaranteed more than \$10,000 in aggregate indebtedness for borrowed money and capitalized lease obligations;

viii. ISIM has not granted any license or sublicense of any material rights under or with respect to any intellectual property;

ix. there has been no change made or authorized in the Certificate of Incorporation or Bylaws of ISIM;

x. ISIM has not issued, sold, or otherwise disposed of any of its capital stock, or granted any options, warrants, or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its capital stock;

xi. ISIM has not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock (whether in cash or in kind);

xii. ISIM has not experienced any material damage, destruction, or loss (whether or not covered by insurance) to its property;

xiii. ISIM has not made any loan to, or entered into any other transaction with, any of its directors, officers, and employees outside of the ordinary course of business;

xiv. ISIM has not entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement;

xv. ISIM has not granted any increase in the base compensation of any of its directors, officers, and employees outside of the ordinary course of business;

xvi. ISIM has not adopted, amended, modified, or terminated any bonus, profit-sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of its directors, officers, and employees (or taken any such action with respect to any other employee benefit plan);

xvii. ISIM has not made any other material change in employment terms for any of its directors, officers, and employees outside of the ordinary course of business;

xviii. ISIM has not experienced any event, circumstance, or change (other than general economic conditions) which had or can reasonably be expected to have a material adverse effect upon the business, operations, prospects, properties, financial condition, or working capital of ISIM;

xix. ISIM has not made any change in any existing election, or made any new election, with respect to any tax law in any jurisdiction which election could have an effect upon the tax treatment of ISIM or its business operations;

xx. ISIM has not settled any claim or litigation, or filed any motions, orders, briefs, or settlement agreements in any proceeding before any governmental authority or any arbitrator;

xxi. ISIM has not maintained its books of account other than in the usual, regular, and ordinary manner and on a basis consistent with prior periods or made any change in any of its accounting methods or practices;

xxii. ISIM has not suffered any extraordinary losses or waived any rights of any value;

xxiii. ISIM has not (a) liquidated inventory or accepted product returns other than in the ordinary course, (b) accelerated receivables, (c) delayed payables, or (d) changed in any material respect its practices in connection with the payment of payables and/or the collection of receivables; and

xxiv. ISIM has not committed to do any of the actions set forth in Subparagraphs “i” through “xxiii” of this Paragraph “L” of this “7” of this Agreement.

M. No Approvals. No approval of any third party including, but not limited to, any governmental authority is required in connection with the consummation of the transactions set forth in this Agreement.

N. Broker. ISIM has not had any dealing with respect to the transactions set forth in this Agreement with any business broker, firm or salesman, or any person or corporation, investment banker or financial advisor who is or shall be entitled to any broker's or finder's fee or any other commission or similar fee with respect to the transactions set forth in this Agreement. ISIM represents that it has not dealt with any such person, firm or corporation and agrees to indemnify and hold harmless Corporate from and against any and all claims for brokerage commissions by any person, firm or corporation on the basis of any act or statement alleged to have been made by ISIM or its affiliates or agents.

O. Securities Laws. Neither ISIM nor any director or executive officer of ISIM, is or has been the subject of any action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and there is not, pending or contemplated, any investigation by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or other regulatory authority with respect to ISIM or any current or former director or executive officer of ISIM.

P. Intellectual Property.

i. ISIM has not interfered with, infringed upon, misappropriated, or violated any material intellectual property rights of third parties in any material respect, and none of the directors and officers of ISIM has ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that ISIM must license or refrain from using any intellectual property rights of any third party). No third party has interfered with, infringed upon, misappropriated, or violated any material intellectual property rights of ISIM in any respect.

ii. Section “8P” of Exhibit “J” identifies each patent or registration which has

been issued to ISIM with respect to any of its intellectual property, identifies each pending patent application or application for registration which ISIM has made with respect to any of its intellectual property, and identifies each license, agreement, or other permission which ISIM has granted to any third party with respect to any of its intellectual property (together with any exceptions).

iii. Section “8P” of Exhibit “J” identifies each material item of intellectual property which any third party owns and which ISIM uses pursuant to license, sublicense, agreement, or permission. Section “8P” of Exhibit “J” sets forth correct and complete copies of all such licenses, sublicenses, agreements, and permissions (with all amendments, if any).

iv. ISIM is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, which would interfere with his or her duties to ISIM or that would conflict with ISIM’s business as proposed to be conducted.

Q. Insurance. Except as is set forth in Section “8Q” of Exhibit “J”, ISIM does not maintain any insurance currently.

R. Employee Benefits. There is no employee benefit plan which ISIM maintains or to which ISIM contributes or has any obligation to contribute.

S. Guaranties. ISIM is not a guarantor or is not otherwise responsible for any liability or obligation (including indebtedness) of any other person or entity.

T. Certain Business Relationships. Except as set forth in Section “8T” of Exhibit “J”, none of the officers, directors or stockholders of ISIM has been involved in any material business arrangement or relationship with ISIM, and none of the officers, directors or stockholders of ISIM owns any material asset, tangible or intangible, which is used in the business of ISIM.

U. Registration Rights. Except as is set forth in Section “8U” of Exhibit “J”, ISIM has not granted or agreed to grant to any person or entity any rights (including piggyback registration rights) to have any securities of ISIM registered with the United States Securities and Exchange Commission or any other governmental authority.

V. Change of Control Payments. Neither the execution, delivery and performance by ISIM of this Agreement nor the consummation of any of the transactions contemplated by this Agreement shall require any payment by ISIM, in cash or kind, under any agreement, plan, policy, commitment or other arrangement of ISIM. There are no agreements, plans, policies, commitments or other arrangements with respect to any compensation, benefits or consideration which will be materially increased, or the vesting of benefits of which will be materially accelerated, as a result of the execution and delivery of this Agreement and any of the Exhibits to this Agreement or the occurrence of any of the transactions completed by this Agreement. There are no payments or other benefits, the value of which will be calculated on the basis of any of the transactions contemplated by this Agreement. ISIM has not made, is not obligated to make, and is not a party to any agreement that under certain circumstances could obligate it to make any “excess parachute payment” as defined in Code Section 280G.

W. Investments. ISIM owns the debt or equity securities of the entities set forth in Section “8W” of Exhibit “J” attached hereto.

X. Accounts Receivable. ISIM does not have any accounts receivable.

Y. Inventory. ISIM does not have any inventory of any type of products.

Z. Property and Assets. ISIM does not have and will not have as of the Closing legal and beneficial ownership of any properties or assets.

AA. Real Property. Except as set forth on Section “8AA” of Exhibit “J” ISIM has no interest in any real property.

BB. Commitments. Except as otherwise set forth in Section “8BB” of Exhibit “J”, ISIM is not a party to or bound by any contract or commitment, whether written or oral.

CC. Permits. Except as otherwise set forth in Section “8CC” of Exhibit “J”, ISIM has any and all permits, rights, approvals, licenses, authorizations, legal status, orders, or contracts under any legal requirement or otherwise granted by any governmental authority (“Permits”) necessary for ISIM to own, operate, use, and/or maintain its properties and to conduct its business and operations as presently conducted and as it presently expects such business and operations to be conducted in the future. Except as otherwise set forth in Section “8CC” of Exhibit “J”, all such Permits are in effect, no proceeding is pending to modify, suspend or revoke, withdraw, terminate, or otherwise limit any such Permits, no such proceeding is threatened. No administrative or governmental actions have been taken, and no such actions which are threatened in connection with the expiration or renewal of such Permits which could reasonably be expected to adversely affect the ability of ISIM to own, operate, use, or maintain any of its properties or to conduct its business and operations as presently conducted and as expected to be conducted in the future. Except as otherwise set forth in Section “8CC” of Exhibit “J”, there are no (i) violations which have occurred that remain uncured, unwaived, or otherwise unresolved, or are occurring in respect of any such Permits, other than inconsequential violations, and (ii) circumstances which exist that would prevent or delay the obtaining of any requisite consent, approval, waiver, or other authorization of the transactions contemplated by this Agreement with respect to such Permits that by their terms or under applicable law may be obtained only after Closing.

DD. Banks. In Section “8DD” of Exhibit “J” sets forth (i) the name of each bank, trust company, or other financial institution and stock or other broker with which ISIM has an account, credit line or safe deposit box or vault, (ii) the names of all persons authorized to draw thereon or to have access to any safe deposit box or vault, (iii) the purpose of each such account, safe deposit box, or vault, and (iv) the names of all persons authorized by proxies, powers of attorney, or other like instrument to act on behalf of ISIM in matters concerning any of its business or affairs. Except as otherwise set forth in Section “8DD” of Exhibit “J” attached hereto, no such proxies, powers of attorney, or other like instruments are irrevocable.

EE. Absence of Certain Business Practices. There is no instance where ISIM or any affiliate or agent of ISIM, or any other person acting on behalf of or associated with ISIM, acting

alone or together, has received, directly or indirectly, any rebates, payments, commissions, promotional allowances or any other economic benefits, regardless of their nature or type, from any customer, supplier, employee, or agent of any customer or supplier.

FF. Transactions with Affiliates. Except as set forth in Section “8FF” of Exhibit “J” attached hereto, ISIM has not purchased, acquired, or leased any property or services from, or sold, transferred, or leased any property or services to, or loaned or advanced any money to, or borrowed any money from, or entered into or been subject to any management, consulting, or similar agreement with, or engaged in any other significant transaction with any officer, director, or stockholder of ISIM or any of their respective affiliates. Except as set forth in Section “8FF” of Exhibit “J”, no officer, director, or stockholder of ISIM and none of their respective affiliates is indebted to ISIM for money borrowed or other loans or advances, and ISIM is not indebted to any such affiliate.

GG. Litigation. Except as set forth in Section “8GG” of Exhibit “J”, there are no legal, administrative, arbitration or other proceedings or governmental investigations materially affecting ISIM or its properties, assets or businesses, or with respect to any matter arising out of the conduct of ISIM’s business pending or threatened, by or against, any officer or director of ISIM in connection with its affairs, whether or not covered by insurance. Except as set forth in Section “8GG” of Exhibit “J”, (i) neither ISIM nor its officers or directors are subject to any order, writ, injunction or decree of any court, department, agency or instrumentality affecting ISIM, and (ii) ISIM is not presently engaged in any legal action. Section “8GG” of Exhibit “J” also includes a listing of all claims, actions, suits, investigations, or proceedings involving ISIM which were pending, settled, or adjudicated.

HH. Business Conducted in No Other Name. ISIM was incorporated under the name Skreem Records, Inc. On September 11, 2008, ISIM changed its name to Insight Management Corp. and since such date all business of ISIM has been conducted in its name and for its benefit and there are no parties related, either directly or indirectly, which are competing for the business of ISIM.

II. The execution and delivery of this Agreement by ISIM and the consummation by ISIM of the Acquisition and the other transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action and no other corporate proceedings on the part of ISIM are necessary to authorize this Agreement or to consummate the Acquisition and the other transactions contemplated by this Agreement other than, with respect to the Acquisition, the approval of this Agreement by the holders of a majority of the outstanding shares of ISIM Common Stock and the filing and recordation of appropriate documents as required by the DGCL. This Agreement has been duly and validly executed by ISIM and, assuming the due authorization, execution and delivery by ISIM constitutes a legal, valid and binding obligation of ISIM, enforceable against ISIM in accordance with its terms.

JJ. Complete Disclosure. No representation or warranty of ISIM which is set forth in this Agreement, or in a writing furnished or to be furnished pursuant to this Agreement, contains or shall contain any untrue statement of a material fact, or omits or shall omit to state any fact which is required to make the statements which are contained in this Agreement or in a writing furnished or to be furnished pursuant to this Agreement, in light of the circumstances under which they were made,

not materially misleading. There is no fact relating to the business, affairs, operations, conditions (financial or otherwise) or prospects of ISIM which would materially adversely affect same which has not been disclosed to Corporate in this Agreement.

KK. Notification If any event occurs or any event known to ISIM relating to or affecting ISIM shall occur as a result of which (i) any provision of this Article “7” of this Agreement at that time shall include an untrue statement of a fact, or (ii) this Article “7” of this Agreement shall omit to state any fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading, ISIM shall immediately notify Corporate pursuant to Paragraph “C” of Article “11” of this Agreement.

LL. No Defense. It shall not be a defense to a suit for damages for any misrepresentation or breach of covenant or warranty that Corporate knew or had reason to know that any covenant, representation or warranty of ISIM in this Agreement or furnished or to be furnished to Corporate contained untrue statements.

8. Survival of Representations, Warranties and Covenants. All covenants, agreements, representations and warranties made in or in connection with this Agreement shall survive the Closing hereof, and shall continue in full force and effect, it being understood and agreed that each of such covenants, agreements, representations and warranties is of the essence of this Agreement and the same shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

9. Indemnification.

A. Indemnification by Corporate.

(i) In order to induce ISIM to enter into and perform this Agreement, Corporate does hereby indemnify, protect, defend and save and hold harmless ISIM and each of its Stockholders, affiliates, officers, directors, control persons, employees, attorneys, agents, partners and trustees and personal representatives of any of the foregoing ("Indemnified Parties"), from and against any loss resulting to any of them from any material loss, liability, cost, damage, or expense which the Indemnified Parties may suffer, sustain or incur arising out of or due to a breach by Corporate of the representations, warranties and covenants set forth in this Agreement and from any claim resulting from the delivery and or distribution of shares of Common Stock of ISIM by Corporate to its Stockholders under this Agreement.

(ii) In order to induce ISIM to enter into and perform this Agreement, Corporate does hereby indemnify, protect, defend and save and hold harmless the Indemnified Parties against any claims including, but not limited to, stockholder appraisal rights pursuant to the applicable provisions of the DGCL, made by any ISIM stockholder who has not consented to ISIM entering into this Agreement and the transactions set forth in this Agreement.

B. Indemnification by ISIM

(i) In order to induce Corporate to enter into and perform this Agreement, ISIM does

hereby indemnify, protect, defend and save and hold harmless Corporate and each of its Stockholders, affiliates, officers, directors, control persons, employees, attorneys, agents, partners and trustees and personal representatives of any of the foregoing ("Indemnified Parties"), from and against any loss resulting to any of them from any material loss, liability, cost, damage, or expense which the Indemnified Parties may suffer, sustain or incur arising out of or due to a breach by ISIM of the representations, warranties and covenants set forth in this Agreement and from any claim resulting from the delivery and or distribution of shares of Common Stock of Corporate by ISIM to its Stockholders under this Agreement.

(ii) In order to induce Corporate to enter into and perform this Agreement, ISIM does hereby indemnify, protect, defend and save and hold harmless the Indemnified Parties against any claims including, but not limited to stockholder appraisal rights pursuant to the applicable provisions of the DGCL, made by any Corporate Stockholder who has not consented to Corporate entering into this Agreement and the transactions set forth in this Agreement.

C. Reasonable Costs, Etc. The indemnification, which is set forth in this Article "9" of this Agreement shall be deemed to include not only the specific liabilities or obligations with respect to which such indemnity is provided, but also all counsel fees, reasonable costs, expenses and expenses of settlement relating thereto, whether or not any such liability or obligation shall have been reduced to judgment.

D. Third Party Claims. If any demand, claim, action or cause of action, suit, proceeding or investigation (collectively, the "Claim") is brought against an Indemnified Party for which the Indemnified Party intends to seek indemnity from the other party hereto (the "Indemnifying Party"), then the Indemnified Party within twenty-one (21) days after such Indemnified Party's receipt of the Claim, shall notify the Indemnifying Party pursuant to Paragraph "C" of Article "11" of this Agreement which notice shall contain a reasonably thorough description of the nature and amount of the Claim (the "Claim Notice"). The Indemnifying Party shall have the option to undertake, conduct and control the defense of such claim or demand. Such option to undertake, conduct and control the defense of such claim or demand shall be exercised by notifying the Indemnified Party within ten (10) days after receipt of the Claim Notice pursuant to Paragraph "C" of Article "11" of this Agreement (such notice to control the defense is hereinafter referred to as the "Defense Notice"). The failure of the Indemnified Party to notify the Indemnifying Party of the Claim shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have pursuant to this Article "9" of this Agreement except to the extent that such failure to notify the Indemnifying Party prejudices the Indemnifying Party. The Indemnified Party shall use all reasonable efforts to assist the Indemnifying Party in the vigorous defense of the Claim. All costs and expenses incurred by the Indemnified Party in defending the Claim shall be paid by the Indemnifying Party. If, however, the Indemnified Party desires to participate in any such defense or settlement, it may do so at its sole cost and expense (it being understood that the Indemnifying Party shall be entitled to control the defense). The Indemnified Party shall not settle the Claim. If the Indemnifying Party does not elect to control the defense of the Claim, within the aforesaid ten (10) day period by proper notice pursuant to Paragraph "C" of Article "11" of this Agreement, then the Indemnified Party shall be entitled to undertake, conduct and control the defense of the Claim (a failure by the Indemnifying Party to send the Defense Notice to the Indemnified Party within the aforesaid ten (10) day period by proper notice pursuant to Paragraph "C" of Article "11" of this Agreement shall be deemed to be an

election by the Indemnifying Party not to control the defense of the Claim); provided, however, that the Indemnifying Party shall be entitled, if it so desires, to participate therein (it being understood that in such circumstances, the Indemnified Party shall be entitled to control the defense). Regardless of which party has undertaken to defend any claim, the Indemnifying Party may, without the prior written consent of the Indemnified Party, settle, compromise or offer to settle or compromise any such claim or demand; provided however, that if any settlement would result in the imposition of a consent order, injunction or decree which would restrict the future activity or conduct of the Indemnified Party, the consent of the Indemnified Party shall be a condition to any such settlement. Notwithstanding the foregoing provisions of this Article “11” of this Agreement, as a condition to the Indemnifying Party either having the right to defend the Claim, or having control over settlement as indicated in this Article “9” of this Agreement, the Indemnifying Party shall execute an agreement acknowledging its liability for indemnification pursuant to this Article “11” of this Agreement. Whether the Indemnifying Party shall control and assume the defense of the Claim or only participate in the defense or settlement of the Claim, the Indemnified Party shall give the Indemnifying Party and its counsel access, during normal business hours, to all relevant business records and other documents, and shall permit them to consult with its employees and counsel.

10. Confidentiality. The Parties agree that the terms of this Agreement are confidential and they shall not make public disclosure of the terms of this Agreement, except: (i) as may be required by law, (ii) in connection with litigation or other legal proceeding against a party, (iii) by judicial or other compulsory process, including, without being limited to, any court order, (iv) as may be required by any federal and/or state regulatory agency, or (v) as may be required in connection with its obligations under federal securities laws and pursuant to the Securities and Exchange Commission or listing requirements. If either party intends to make a disclosure of the terms of this Agreement as required by law, by judicial or other compulsory process, including, without being limited to, any court order, by any federal and/or state regulatory agency, or as may be required in connection with its obligations under federal securities laws, such party shall notify the other party, if feasible, in advance of any such disclosure. The Parties agree that the terms of this Article “11” of this Agreement regarding confidentiality are not material to this Agreement and any breach of this paragraph shall not be considered a material breach of this Agreement. In the event of such a breach of this Article “11” of this Agreement, the non-breaching party shall only be entitled to injunctive relief and/or monetary damages for actual harms caused by the breach.

11. Miscellaneous.

A. Headings. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. Enforceability. If any provision which is contained in this Agreement should, for any reason, be held to be invalid or unenforceable in any respect under the laws of any jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Escrow Agreement and this Agreement shall be construed as if such invalid or unenforceable provision had not been contained herein.

C. Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if sent by (i) mail by (a) certified mail, postage prepaid, return receipt requested and (b) first class mail, postage prepaid or (ii) overnight delivery with confirmation of delivery as follows:

If to Corporate: Corporate Partners Corporation
Level 5 20-22 Curtain Road
London, England
EC2A 2NF
Attention: Shaun Morgan, CEO
Facsimile No.: 442070604467
E-Mail: sm@corporate-partners.co.uk

with a copy to:

Facsimile No.: (____) _____
E-mail address: _____

If to ISIM: Insight Management Corporation
676A Ninth Avenue #207
New York, NY 10036
Attn: Kevin Jasper, President
Facsimile No.: (866) 787-3588
E-mail address: kjaz@verizon.net

with a copy to: Sayid and Associates, LLP.
408 West 57th Street, 8E
New York, NY 10019
Attention: M. David Sayid, Esq.
Facsimile No.: (917) 463-0890
E-mail address: sayidlaw@aol.com

or in each case to such other address as shall have last been furnished by like notice. If all of the methods of notice set forth in this Paragraph "C" of this Article "11" of this Agreement are impossible for any reason, notice shall be in writing and personally delivered to the aforesaid addresses. Each notice or communication shall be deemed to have been given as of the date so mailed or delivered as the case may be. Any notice sent by overnight delivery shall be deemed to have been given as of the date of delivery.

D. Governing Law; Disputes. In view of the fact that: (i) Corporate was formed pursuant to the laws of the Country of the United Kingdom; (ii) ISIM was formed pursuant to the laws of the State of Florida; (iii) the stockholders of Corporate reside in the Country of United Kingdom; (vi) the principal office of Corporate shall be located in the State of New York; (v)

Corporate does business throughout the world; and (vi) the principal place of business of ISIM is located in the State of New York, in order to avoid the question of which state law shall be applicable, the Parties agree that:

(i) This Agreement shall in all respects be construed, governed, applied and enforced in accordance with the laws of the State of New York and be deemed to be an agreement entered into in the State of New York and made pursuant to the laws of the State of New York, without giving effect to the principles of conflicts of law. (In addition, the Parties agree that pursuant to Section 5-1401 of the General Obligations Law of New York, if applicable, this Agreement shall in all respects be construed, governed, applied and enforced in accordance with the laws of the State of New York and be deemed to be an agreement entered into in the State of New York and made pursuant to the laws of the State of New York, without giving effect to the principles of conflicts of law.)

(ii) The parties hereby consent to and submit to the exclusive jurisdiction of the courts of the State of New York, County of New York, as properly having venue in any action or proceeding in relation to this Agreement. The Parties hereby waive personal service of any and all process and specifically consent that in any such action or proceeding brought in the courts of the State of New York, County of New York, any service of process may be effectuated upon any of them by certified mail, return receipt requested. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The parties hereby knowingly, voluntarily and intentionally waive (to the extent permitted by applicable law) any right he, she or it may have to a trial by jury of any dispute arising under or relating to this Agreement and agree that any such dispute shall, at the option of any party, be tried before a judge sitting without a jury.

E. Construction. Each of the parties to this Agreement hereby further acknowledges and agrees that (i) each has been advised by counsel during the course of negotiations (ii) each counsel has had significant input in the development of this Agreement and (iii) this Agreement shall not, therefore, be construed more strictly against any party responsible for its drafting regardless of any presumption or rule requiring construction against the party whose attorney drafted this Agreement.

F. Entire Agreement. This Agreement and all documents and instruments referred to herein constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof.

G. Third Party Beneficiaries. This Agreement and all documents and instruments referred to herein are not intended to confer upon any person (other than the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns) any legal or equitable right or remedy of any nature whatsoever pursuant to or by reason of this Agreement.

H. Further Assurances. The parties agree to execute any and all such other further instruments and documents, and to take any and all such further actions which are reasonably required to effectuate this Agreement and the intents and purposes hereof.

I. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

J. Non-Waiver. Except as otherwise expressly provided in this Agreement, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the party against whom such waiver is charged; and (i) the failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants or conditions, (ii) the acceptance of performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition or provision hereof shall not be deemed a waiver of such breach or failure, and (iii) no waiver by any party of one breach by another party shall be construed as a waiver of any other or subsequent breach.

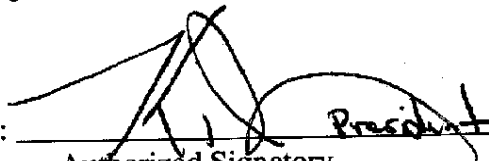
K. Modifications. This Agreement may not be changed, modified, extended, terminated or discharged orally, but only by an agreement in writing, signed by all of the parties to this Agreement.

L. Exhibits. All Exhibits annexed or attached to this Agreement are incorporated into this Agreement by reference thereto and constitute an integral part of this Agreement.

M. Severability. The provisions of this Agreement shall be deemed separable. Therefore, if any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement; provided, however, that if the part or parts which are void, invalid or unenforceable as aforesaid shall substantially impair the value of this whole Agreement to any party, that party may cancel, and terminate the Agreement by giving written notice to the other party.

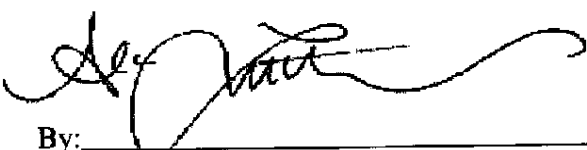
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

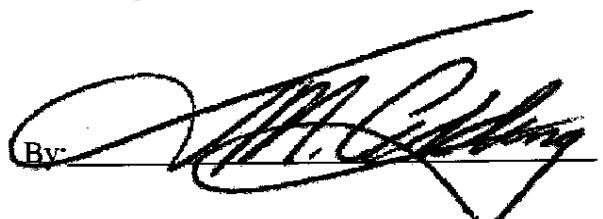
Insight Management Corporation *as of 05/02/2013*

By:  *President*
Authorized Signatory

Corporate Partners Corporation 02/05/2013

By: 
Authorized Signatory

By: 

By: 

By: 

Exhibit List

- Exhibit A Corporate's Stockholders
- Exhibit B Corporate's Certificate of Incorporation
- Exhibit C Corporate's Bylaws
- Exhibit D Resolution of Board of Directors of Corporate
- Exhibit E Corporate's Financial Statements
- Exhibit F Corporate's Disclosure Statement
 - Section "6C": Changes Since _____
 - Section "6D": Compliance with the Law
 - Section "6I": Non-Tax Liabilities
 - Section "6J": Taxes
 - Section "6K": Material Contracts
 - Section "6P": Intellectual Property
 - Section "6Q": Insurance
 - Section "6T": Certain Business Relationships
 - Section "6U": Registration Rights
 - Section "6W": Investments
 - Section "6X": Real Property
 - Section "6Z": Properties and Assets
 - Section "6BB": Commitments
 - Section "6CC": Permits
 - Section "6DD": Banks
 - Section "6FF": Transactions with Affiliates
 - Section "6GG": Litigation
- Exhibit G ISIM Certificate of Incorporation
- Exhibit H ISIM Bylaws
- Exhibit I Resolution of Board of Directors of ISIM
- Exhibit J ISIM' Disclosure Statement
 - Section "8D": Compliance with the Law
 - Section "8I": Non-Tax Liabilities
 - Section "8J": Taxes
 - Section "8K": Material Contracts
 - Section "8L": Changes Since December 31, 2012
 - Section "8P": Intellectual Property
 - Section "8Q": Insurance
 - Section "8T": Certain Business Relationships

Section “8U”:	Registration Rights
Section “8W”:	Investments
Section “8BB”:	Commitments
Section “8CC”:	Permits
Section “8DD”:	Banks
Section “8FF”:	Transactions with Affiliates
Section “8GG”:	Litigation

Exhibit K Escrow Agreement

EXHIBIT A

Corporate's Stockholders

Name	Shares Owned	% of Corporate

EXHIBIT B

Certificate of Incorporation of Corporate

EXHIBIT C

Bylaws of Corporate

EXHIBIT D

Resolution of the Board of Directors of Corporate

EXHIBIT E

Financial Statements of Corporate

EXHIBIT F

Disclosure Statement of Corporate

Section “6D”: Compliance with the Law

Section “6I”: Non-Tax Liabilities

Section “6J”: Taxes

Section “6K”: Material Contracts

Section “6L”: Changes Since (date)

Section “6P”: Intellectual Property

Section “6Q”: Insurance

Section “6T”: Certain Business Relationships

Section “6U”: Registration Rights

Section “6Z”: Properties and Assets

Section “6W”: Investments

Section “6BB”: Commitments

Section “6CC”: Permits

Section “6DD”: Banks

(i) Name:

(ii) Authorized Persons:

(iii) Purpose: Business Account

Section “6FF”: Transactions with Affiliates

Section “6GG”: Litigation

EXHIBIT G

Certificate of Incorporation of Insight Management Corp.

EXHIBIT H

Bylaws of Insight Management Corp.

EXHIBIT I

Resolution of the Board of Directors of Insight Management Corp.

EXHIBIT J

Exhibit J

Insight Management Corporation Disclosure Statement

Section "8D": Compliance with the Law

None.

Section "8I": Non-Tax Liabilities

To be provided.

Section "8J": Taxes

None.

Section "8K": Material Contracts

None.

Section "8L": Changes Since September 30, 2012

- 1) Pursuant to a Debt Settlement Agreement, ISIM has issued 100,000,000 shares of Common Stock.

Section "8P": Intellectual Property

None.

Section "8Q": Insurance

1. Workers Compensation and Employers Liability Coverage
 - a. Agent: N/A
 - b. Insurer: The Charter Oak Fire Insurance Company
 - c. Covered: Insight Management Corporation
676A Ninth Avenue
Suite 207
New York, NY 10036
 - d. Policy/Term
 - i. #IOUB-569M541-5-12
 - ii. From 11/22/2012 through 11/22/2013

Section "8T": Certain Business Relationships

None.

Section "8U": Registration Rights

None.

Section "8Z": Properties and Assets

None.

Section "8W": Investments

None.

Section "8BB": Commitments

- a) K. Jasper Employment Agreement;
- b) Sayid and Associates Retainer Agreement from April 2009 through present;
- c) Executive Support Services Group Consulting Agreement; and
- d) Transfer On Line Transfer Agent Agreement.

Section “8CC”: Permits
None.

Section “8DD”: Banks
None.

Section “8FF”: Transactions with Affiliates
None.

Section “8GG”: Litigation
Cident vs. Insight Management Corp.

Section “8II”: SEC Documents
None.