EXECUTION VERSION

STOCK ISSUANCE AGREEMENT

BY AND BETWEEN

GLOBALSTAR, INC.

AND

YIPPY, INC.

DATED: DECEMBER 10, 2015

{N3079317.12}

STOCK ISSUANCE AGREEMENT

THIS STOCK ISSUANCE AGREEMENT (this "*Agreement*") is made as of December 10, 2015, by and between Globalstar, Inc., a Delaware corporation, with a principal place of business at 300 Holiday Square Blvd., Covington, LA 70433 ("*Globalstar*"), and Yippy, Inc., a Nevada corporation, with a principal place of business at 17595 Tamiami Trail, Suite 270, Fort Myers, FL 33908 ("*Yippy*"). Globalstar and Yippy are each referred to herein as a "*Party,*" and together as the "*Parties.*"

RECITALS

(A) Contemporaneously with the execution of this Agreement, Globalstar and Yippy (or Affiliates thereof) are entering into an Access Agreement (the "*Access Agreement*") whereby (among other things) (i) Globalstar intends to provide Yippy with access over the Globalstar system to sell certain Yippy services to Globalstar Customers, and provide marketing assistance to offer Yippy services to Globalstar customers; (ii) customers of other service providers purchase the Yippy services from Yippy to use in connection with services provided by other service providers; (iii) Yippy intends to resell Globalstar services to Yippy customers; and (iv) Globalstar will grant Yippy access to the Globalstar gateways to co-locate Yippy boxes.

(B) In consideration for Globalstar agreeing to enter into the Transaction Documents, and for the rights on obligations of the Parties set forth therein, Yippy has agreed to issue to Globalstar shares of Yippy's common stock, par value $.001 per share ("*Common Stock*") representing 19.99% of the total outstanding shares of capital stock of Yippy, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Transaction Documents (including this Agreement), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Globalstar and Yippy hereby agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified or referred to in this Article 1:

"Acceptance Notice" has the meaning set forth in Section 5.5.

"Access Agreement" is defined in the Recitals.

"Additional Shares" is defined in Section 5.2.

"Affiliate" means, with respect to any Person (a) any Person directly or indirectly controlling, controlled by or under common control with such Person, (b) any officer, director, general partner, member or trustee of such Person or (c) any Person who is an officer, director, general partner, member or trustee of any Person described in clauses (a) or (b) of this sentence.

For purposes of this definition, the terms "control", "controlling", "controlled by" or "under common control with" shall mean the possession, direct or indirect, of the power to control the management of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" is defined in the preamble.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in New Orleans, Louisiana.

"Closing" is defined in Section 2.2(a) hereof.

"Closing Date" is defined in Section 2.2(a) hereof.

"Common Stock" is defined in the recitals.

"Damages" is defined in Section 6.1 hereof.

"Dilutive Warrant" means any warrants, options or other securities that grant any Person the right to acquire additional shares of capital stock of Yippy or that are convertible into, or may be exchanged for, capital stock of Yippy that are either (i) outstanding on the Closing Date, (ii) reflected on Schedule 3.4(b) or (iii) issued or granted by Yippy at any time to a person identified on Schedule 3.4(b) or to a then-current or past executive officer of Yippy, any of their family members or any Affiliates of such individuals.

"Direct Claim" is defined in Section 6.4(c).

"Encumbrance" means any lien, pledge, security interest, right of first refusal, or other similar restriction.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Globalstar" is defined in the preamble.

"Globalstar Indemnified Persons" is defined in Section 6.1 hereof.

"Globalstar's Representative" is defined in Section 5.3 hereof.

"Governmental Body" means any federal, state, local, city, municipal, foreign, or other governmental body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority.

"Indemnified Person" means a Globalstar Indemnified Person or a Yippy Indemnified Person, as the case may be.

"Indemnifying Person" is defined in Section 6.4(a) hereof.

"Intellectual Property" means any or all of the following and all rights, on a worldwide basis, arising out of or associated therewith (a) all inventions (whether patentable or not), invention disclosures, patents, patent applications, improvements, proprietary information, know-how, trade secrets, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (b) all registered and unregistered copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (c) all industrial designs and any registrations and applications therefor; (d) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor (and all goodwill associated with the foregoing); (e) all software, works of authorship, processes, files, social media accounts, databases and data collections and all rights therein; (f) all moral and economic rights of authors and inventors, however denominated; and (g) any similar or equivalent rights to any of the foregoing.

"Knowledge" means the actual knowledge of Richard Granville, after due inquiry.

"Legal Requirement" means any applicable law, statute, treaty, rule, code, ordinance, regulation, order, enforcement action, injunction, judgment, decree or enforceable judicial or administrative interpretation thereof of any Governmental Body.

"Liabilities" means any liabilities, obligations, expenses, claims, taxes or assessments, losses, or damages of any kind or nature, whether absolute, contingent or otherwise.

"New Stock" is defined in Section 2.1(a).

"New Stock Certificate" is defined in Section 2.1(a).

"Notice of Claim" is defined in Section 6.4(c).

"OTC Pink Reports" means Yippy's Annual Reports for the years ended May 31, 2014 and 2015, respectively, as filed with the OTC Disclosure and News Service and Yippy's Quarterly Reports for the periods ended August 31, 2015, February 28, 2015, November 30, 2014, as filed with the OTC Disclosure and News Service.

"Ordinary Course of Business" an action taken by a Person will be deemed to have been taken in the "Ordinary Course of Business" if such action is substantially consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person.

"Party" or "Parties" is defined in the preamble.

"Person" means any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or Governmental Body.

"Proceeding" means any action, complaint, arbitration, hearing, litigation, mediation, audit, proceeding, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before any Governmental Body.

"Public Announcement" is defined in Section 5.4(b) hereof.

"Registrable Shares" is defined in Section 5.1(b) hereof.

"Registration Statement" is defined in Section 5.1(b) hereof.

"Related Party" means any manager, director, officer or employee of Yippy, and any Person with whom any such manager, director, officer or employee has any direct or indirect relation by blood, marriage or adoption, or any entity in which any such Person owns any beneficial interest (other than a publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than five percent (5%) of the stock of which is beneficially owned by all such Persons in the aggregate), and any Affiliate of any of the foregoing or any current or former Affiliate of Yippy.

"ROFR Notice" has the meaning set forth in Section 5.5.

"ROFR Offer" has the meaning set forth in Section 5.5.

"ROFR Offer Notice Period" has the meaning set forth in Section 5.5.

"Rule 144" is defined in Section 4.12(a) hereof.

"SEC" is defined in Section 5.1(a) hereof.

"Securities Act" means the Securities Act of 1933, as amended.

"Third-Party Claim" is defined in Section 6.4(a) hereof.

"Transaction" means all of the transactions contemplated by the Transaction Documents.

"Transaction Documents" means this Agreement and the Access Agreement (together with the Schedules and Exhibits attached hereto and thereto), and any amendment, restatements, continuations or replacements thereof, and any other certificate, agreement, document or other instrument to be executed and delivered by Yippy in connection with such documents.

"Term" means the period beginning on the Closing Date and ending on the date the Access Agreement (as such document may be revised, amended, restated or replaced) is terminated or expires in accordance with its terms.

"Yippy Indemnified Persons" is defined in Section 6.2 hereof.

"Waived Transfer Period" has the meaning set forth in Section 12.06(c)(iv).

ARTICLE 2
GRANT OF SHARES; CLOSING

Section 2.1 Issuance of Stock. As a material inducement for Globalstar to enter into the Transaction Documents, and as consideration for the covenants and agreements herein and therein made by Globalstar to Yippy, within 30 days of the date hereof, Yippy shall (a) take all action necessary to amend its articles of incorporation to increase the number of authorized shares of common stock of Yippy; (b) issue to Globalstar shares of Yippy's Common Stock (together with any Additional Shares issued pursuant to Section 5.2, the "*New Stock*"), which New Stock shall represent 19.99% of the total outstanding shares of capital stock of Yippy; (c) deliver to Globalstar a stock certificate representing the New Stock issued to Globalstar, which certificate shall contain the legend substantially in the form as set forth in Section 2.3 (together with any one or more stock certificates evidencing Additional Shares issued pursuant to Section 5.2, the "*New Stock Certificate*"); and (d) deliver to Globalstar a Certificate of the Secretary or Assistant Secretary of Yippy certifying: (i) that the attached resolution of the Yippy Board of Directors approving the amendment to the Yippy Articles of Incorporation is accurate and has not been amended or superseded; (ii) that the attached copy of the amendment to the Yippy Articles of Incorporation certified by the Nevada Secretary of State as having been recorded with that office is accurate; (iii) that there is only one class of Yippy capital stock; (iv) as to the number of authorized, issued and outstanding shares of Yippy capital stock both before and after the issuance of shares to Globalstar pursuant to Section 2.1(b); and (v) that the attached list of warrants, options and other securities convertible or exercisable into shares of Yippy capital stock is accurate and complete as of the date of issuance of the shares to Globalstar pursuant to Section 2.1(b).

Section 2.2 Closing; Closing Deliveries.

(a) The closing of the Transaction (the "*Closing*") shall take place on the date hereof (the "*Closing Date*") upon the execution of the Transaction Documents. The Parties shall consummate the Closing remotely by exchange of facsimile or PDF signatures, or at such time and place or in such other manner as shall be mutually agreed upon by the Parties.

(b) At Closing, Yippy shall deliver the following to Globalstar:

(i) the Access Agreement;

(ii) a certificate by an authorized officer of Yippy, dated the Closing Date, certifying as to: (A) true and correct copies of the organizational documents and any amendments thereto of Yippy; (B) the good standing of Yippy in its jurisdiction of incorporation and in each other jurisdiction where it is qualified to do business (with good standing certificates attached); (C) the effectiveness of all director and shareholder resolutions of Yippy adopted in connection with the Transaction Documents hereby; and (D) incumbency of officers of Yippy; and

(iii) all other documents required to be entered into by Yippy pursuant to the Transaction Documents at or prior to the Closing or reasonably requested by Globalstar to convey the New Stock to Globalstar or to otherwise consummate the transactions contemplated by the Transaction Documents.

(c) At Closing, Globalstar shall deliver the following to Yippy:

(i) the Access Agreement; and

(ii) all other documents required to be entered into by Globalstar pursuant to the Transaction Documents at or prior to the Closing or reasonably requested by Yippy to consummate the transactions contemplated by the Transaction Documents.

Section 2.3 Stock Legend. Globalstar acknowledges that the New Stock Certificate shall bear a restrictive legend in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF YIPPY

Yippy hereby represents and warrants to Globalstar that:

Section 3.1 Organization. Yippy is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. Yippy has all requisite power and authority to own, lease and operate its assets and properties and to carry on its business as now being conducted, and it is duly qualified or registered and in good standing to transact business under the laws of each jurisdiction where the character of its activities or the location of the properties owned or leased by it requires such qualification or registration. Except as described in Schedule 3.1, Yippy does not own, directly or indirectly, any shares of capital stock, membership interests, securities, or other equity interests in any Person.

Section 3.2 Authorization. Yippy has the requisite power and authority to: (a) execute and deliver the Transaction Documents; and (b) to perform its obligations under the Transaction Documents and consummate the Transaction. Yippy has duly executed and delivered this Agreement and the other Transaction Documents. Assuming the due authorization, execution and delivery hereof by Globalstar, this Agreement and the other Transaction Documents constitute the legal, valid and binding obligations of Yippy, enforceable against Yippy in accordance with their terms.

Section 3.3 No Violations; Consent.

(a) Yippy's execution, delivery and/or performance of the Transaction Documents to which it is a party and Yippy's consummation of the Transaction, including the issuance of the New Stock to Globalstar, do not or will not (as the case may be), with the passing of time or the giving of notice or both, contravene, violate or conflict with, constitute a breach of or default under, permit the acceleration of any obligation under, or create in any Party the right to terminate, modify, or cancel:

(i) any term or provision of the Articles of Organization or the Bylaws of Yippy or any resolution adopted by the board of directors (or any committee thereof) or shareholders, as the case may be, of Yippy;

(ii) any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Yippy is a party or by which it or any of its properties or assets may be bound;

(iii) any order, writ, injunction, decree, statute, rule or regulation of any Governmental Body or arbitration panel to which Yippy is a party or by which it or any of its properties or assets may be bound; or

(iv) any Legal Requirement applicable to Yippy.

(b) Yippy is not required to give any notice to, or obtain any consent, permit, waiver, license, approval, order or authorization from, or registration, declaration or filing with, any: (i) Governmental Body; (ii) Person pursuant to any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Yippy is a party or by which it or any of its properties or assets may be bound; or (iii) management organization or shareholders of Yippy, in connection with the Transaction.

Section 3.4 Capitalization; New Stock.

(a) As of the date hereof, the total authorized capital stock of Yippy consists of 75,000,000 shares of Common Stock, par value $0.001 per share, of which 57,732,377 shares are issued and outstanding. All of Yippy's issued and outstanding shares of Common Stock: (i) are duly authorized, validly issued, fully paid and non-assessable; (ii) were not issued in violation of any preemptive rights, rights of first refusal or other similar rights of any Person or any agreement; and (iii) have been issued in compliance with all applicable federal, state and foreign securities laws. Richard Granville currently owns or controls entities which own and will own greater than fifty (50%) percent of the outstanding voting shares of Yippy.

(b) Except as set forth in Schedule 3.4(b), there are no outstanding or authorized options, warrants, purchase rights, subscription rights, puts, calls, conversion rights, exchange rights or other contracts or commitments that could require Yippy or its subsidiaries to issue, sell, or otherwise cause to become outstanding any of their respective shares of capital stock or securities convertible into such capital stock, and Yippy does not have any present plans or intention to enter into such contracts or commitments. Except as set forth in Schedule 3.4(b), there are no voting trusts, proxies, or other agreements or understandings between Yippy or Granville and any other Person with respect to the voting of the capital stock of Yippy or its subsidiaries. To Yippy's Knowledge, there are no voting trusts, proxies, or other agreements or understandings among any third parties with respect to the voting of the capital stock of Yippy or its subsidiaries.

(c) The New Stock to be issued hereunder has been duly authorized and, when issued in accordance with this Agreement, will be validly issued, fully paid and non-assessable, and will be free and clear of all Encumbrances. None of the issuance, sale or delivery of the New Stock is subject to any preemptive rights, rights of first refusal or other similar rights of any Person. Immediately after the issuance of the New Stock to Globalstar, Globalstar will hold the 19.99% of the issued and outstanding capital stock of Yippy (or in the case of the issuance of Additional Shares, the Target Percentage (as defined below)) of the issued and outstanding capital stock of Yippy.

Section 3.5 Litigation; Compliance with Legal Requirements. Except as set forth on Schedule 3.5, (a) there are no Proceedings pending or, to Yippy's Knowledge, threatened, against or by or relating to or involving Yippy, the Common Stock, or its business; (b) Yippy has not and none of its respective assets or operations have been a party or subject to any Proceeding during the past five (5) years; (c) Yippy is not subject to any settlement, consent decree, judgment, injunction, ruling, order or finding of any Governmental Body or arbitrator; and (d) Yippy is not in violation of any applicable Legal Requirement which violations, individually or in the aggregate, would have a material effect on Yippy, the Common Stock, Yippy's business, or Yippy's ability to perform its obligations under the Transaction Documents or consummate the Transaction.

Section 3.6 OTC Pink Reports; Financial Statements. None of the OTC Pink Reports filed by Yippy with the OTC Disclosure and News Service, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of Yippy included in the OTC Pink Reports: (a) have been prepared in accordance with generally accepted accounting principles, consistently applied throughout the periods indicated therein, except as may be otherwise specified in such financial statements or the notes thereto; (b) have been prepared from, and are in accordance with, the books and records of Yippy; and (c) present fairly in all material respects the financial condition, results of operations and cash flows of Yippy as of the times and for the periods referred to therein, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. During the last three (3) years, there has been no change in any of the accounting policies, practices, or procedures of Yippy.

Section 3.7 Intellectual Property. The provisions of Section 6.03 of the Access Agreement are hereby incorporated by reference herein and made a part of this Agreement.

Section 3.8 No Undisclosed Liabilities. Except as set forth on Schedule 3.8, Yippy does not have any Liabilities or obligations, whether absolute, contingent or otherwise (and there is no basis for any present or future Proceeding against Yippy giving rise to any Liabilities or obligations), except Liabilities and obligations that are adequately reflected or specifically reserved against in the May 31, 2015 balance sheet of Yippy filed with the OTC Disclosure and News Service or that have been incurred since such date in the Ordinary Course of Business and that are not (individually or in the aggregate) material to the business operations of Yippy.

Section 3.9 Brokers. No Person shall be entitled to any brokerage or underwriting commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement made by or on behalf of Yippy or any of its Affiliates.

Section 3.10 Transactions with Affiliates. Schedule 3.10 sets forth, during the past three (3) years, each contract, agreement, loan, arrangement or understanding (including the name, date, identity of parties and description of such contract, agreement, loan, arrangement or understanding) of any Related Party with, or relating to, Yippy or any of the properties or assets of Yippy other than an existing benefit plan or an existing employment agreement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF GLOBALSTAR

Section 4.1 Organization. Globalstar is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Globalstar has all requisite power and authority to own, lease, and operate its assets and properties and to carry on its business as now being conducted, and it is duly qualified or registered and in good standing to transact business under the laws of each jurisdiction where the character of its activities or the location of the properties owned or leased by it requires such qualification or registration.

Section 4.2 Authorization. Globalstar has the requisite power and authority to: (a) execute and deliver the Transaction Documents; and (b) to perform its obligations under the Transaction Documents and consummate the Transaction required to be consummated by it. Globalstar has duly executed and delivered this Agreement and the other Transaction Documents. Assuming the due authorization, execution and delivery hereof by Globalstar, this Agreement and the other Transaction Documents constitute the legal, valid and binding obligations of Globalstar, enforceable against Globalstar in accordance with their terms.

Section 4.3 No Violations. Globalstar's execution, delivery and/or performance of the Transaction Documents to which it is a party and Globalstar's consummation of the Transaction does not or will not (as the case may be), with the passing of time or the giving of notice or both, contravene, violate or conflict with, constitute a breach of or default under, permit the acceleration of any obligation under or create in any Party the right to terminate, modify or cancel:

(a) any term or provision of the organizational documents of Globalstar; or

(b) any Applicable Laws applicable to Globalstar.

Section 4.4 Litigation; Compliance with Legal Requirements. There are no Proceedings pending against or by or relating to or involving Globalstar, and Globalstar is not in violation of any applicable Legal Requirement, in each case that would impair Globalstar's ability to perform its obligations under the Transaction Documents or consummate the Transaction.

Section 4.5 Brokers. No Person shall be entitled to any brokerage or underwriting commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement made by or on behalf of Globalstar or any of its Affiliates.

Section 4.6 Purchase for Own Account. Globalstar is acquiring the New Stock for its own account and not with a present view toward the public sale or distribution thereof.

Section 4.7 Investor Representations. Globalstar is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act. Globalstar is capable of evaluating the merits and risks of the transactions contemplated by this Agreement and is able to bear the economic risk of such investment. Globalstar acknowledges that the New Shares have not been registered under the Securities Act, and the New Shares may not be transferred unless such transfer (a) is pursuant to an effective registration statement under the Securities Act or (b) is exempt from the provisions of Section 5 of the Securities Act.

ARTICLE 5
COVENANTS

Section 5.1 Registration Rights.

(a) At any time following the one-year anniversary of the Closing, in the event Yippy meets the financial eligibility requirements to list its class of Common Stock on NASDAQ or the New York Stock Exchange (each, a "*National Exchange*"), at Globalstar's sole expense, Globalstar shall have the option to cause Yippy to file with the U.S Securities and Exchange Commission (the "*SEC*"), at Globalstar's sole expense a Form 10 Registration Statement or other applicable registration statement (a "*Registration Statement*") registering the class of Common Stock with the SEC. After any filing of a Registration Statement, and upon effectiveness of such registration statement, Yippy agrees to use its best efforts to file all reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder, in order to maintain proper and current disclosure of "Form 10 information."

(b) If at any time that Globalstar owns more than 10% of the total outstanding shares of capital stock of Yippy, Yippy proposes to file a Registration Statement with respect to an offering of equity securities (whether by underwritten offer or otherwise), then Yippy shall, at each such time, promptly give Globalstar notice of such registration. Upon the request of Globalstar given within twenty (20) Business Days after such notice is given by Yippy, Yippy shall cause to be registered, at Globalstar's sole expense, the shares of Yippy capital stock owned by Globalstar that Globalstar has requested to be included in such registration up to an amount equal to (i) total amount of unregistered shares of Yippy capital stock owned by Globalstar *multiplied by* (ii) the percentage obtained by dividing the total amount of unregistered shares of

Yippy capital stock owned by Globalstar by the total amount of unregistered shares of Yippy capital stock outstanding that are eligible to be registered, subject to any limitations imposed by SEC rules or regulations or any reasonable underwriter limitations (any such portion so requested to be registered, the "*Registrable Shares*"). Notwithstanding the foregoing or anything to the contrary contained herein, in connection with any offering involving an underwriting of shares of common stock, if the managing underwriter with respect to such an offering advises Yippy in writing that the inclusion of all or any portion of the Registrable Shares would materially jeopardize the success of the offering, then Yippy shall be required to include in the underwriting only that number of Registrable Shares which the underwriter advises Yippy in writing may be sold without materially jeopardizing the offering in the following order: (i) first, the number of shares of capital stock that Yippy proposes to sell; (ii) second, the number of shares of Registrable Shares requested to be included therein by Globalstar; and (iii) third, the number of shares requested to be included therein by holders of capital stock (other than Globalstar), allocated among such holders in such manner as they may agree. If Globalstar disapproves of the terms of any such underwriting, it may elect to withdraw its Registrable Shares from the offering by written notice to Yippy and the underwriter.

Section 5.2 Adjustments.

(a) For a period of three (3) years following the Closing Date, unless the Transaction Documents are terminated prior to such date, Globalstar will hold no less than 19.99% of the outstanding shares of capital stock of Yippy (or such lower percentage as may be owned by Globalstar resulting solely from the sale by Globalstar of New Stock) (such percentage being the "*Target Percentage*"). In the event Yippy issues shares of capital stock, including any equity or debt instruments convertible into shares of capital stock of Yippy, or in the event of a stock split, a reverse-stock split or similar action by Yippy, then Yippy shall so notify Globalstar, and Yippy hereby agrees to immediately take all required action necessary or required, including the issuance to Globalstar of additional shares of capital stock ("*Additional Shares*"), to cause Globalstar to own the Target Percentage of the outstanding shares of capital stock of Yippy.

(b) At such time as any Dilutive Warrants are converted into or exchanged for capital stock of Yippy or otherwise transferred for value, Yippy hereby agrees to immediately take all required action necessary or required, including the issuance to Globalstar of Additional Shares, to cause Globalstar to own the Target Percentage of the outstanding shares of capital stock of Yippy, treating such warrants, options or other securities as though they have been exercised or converted and the capital stock issued in the name of the holder thereof.

(c) In the event the issuance of Additional Shares is required, Yippy shall issue certificates representing the Additional Shares to Globalstar immediately subsequent to Yippy's notification to Globalstar that Additional Shares are issuable hereunder, and Yippy shall in any event deliver such certificates to Globalstar within ten (10) days following the date Yippy notifies Globalstar that Additional Shares are to be issued hereunder. Any securities issued to Globalstar pursuant to this Section 5.2 shall be subject to the provisions of Section 5.1 of this Agreement. Notwithstanding the provisions of this Section 5.2 or any other provision of this Agreement, Yippy shall not be required to issue any Additional Shares to Globalstar in connection with the issuances described in Schedule 5.2.

Section 5.3 <u>Board Representation</u>. Globalstar will have the right, but not the obligation, to require Yippy to appoint one representative designated by Globalstar to Yippy's Board of Directors ("*Globalstar's Representative*"). After the initial term of Globalstar's Representative, upon Globalstar's request, Yippy shall: (a) nominate Globalstar's Representative (who, at each election, may be the same Person or such other Person as Globalstar may designate) for election or re-election to the Board of Directors; and (b) shall recommend that Yippy's stockholders approve the election or re-election of Globalstar's Representative to the Board of Directors.

Section 5.4 <u>Confidentiality; Publicity</u>.

(a) The provisions of Section 12.01 of the Access Agreement are hereby incorporated by reference herein and made a part of this Agreement.

(b) Neither Party shall originate any publicity, news release or public statement or announcement, written or oral, whether to the public or press, stockholders or otherwise, relating to the Transaction Documents or the Transaction, including its existence, the subject matter to which it relates, performance under it, or any of its terms, or to any amendment hereto, (each a "*Public Announcement*") without the prior written consent of the other Party, except such Public Announcements that are required by applicable laws or regulations (including under the rules of any relevant stock exchange or government agency regulating trading in securities of a Party or its parent Affiliate) to be made.

(c) If a Party wishes to make a Public Announcement, including as required by law or regulation (including under the rules of any relevant stock exchange or government agency regulating trading in securities of a Party or its parent Affiliate), such Party shall give the other Party advance notice of at least five (5) Business Days (or such other time as is reasonably practicable in the circumstances) and a copy of the proposed Public Announcement, so that the other Party may review such proposed Public Announcement and comment thereon, including to request the removal of or protective treatment for any of its confidential information. To the extent that the other Party requests that any of its confidential information in a proposed Public Announcement be deleted, the Party seeking to make such announcement shall delete such confidential information, unless legal counsel to the Party seeking to make the filing reasonably determines that such information is required by law to be included in a required filing, in which case such Party shall request protective treatment of such confidential information to the extent such treatment would be legally permissible.

Section 5.5 <u>Right of First Refusal</u>.

(a) <u>Right of First Refusal</u>. At any time during the Term, and subject to the terms and conditions specified in this <u>Section 5.5</u>, if Yippy receives an offer (the "*ROFR Offer*") that Yippy desires to accept to:

(i) sell all or substantially all of the Yippy's assets (whether in a single transaction or in series of related transactions);

(ii) enter into a merger, consolidation, conversion, reorganization or similar transaction involving Yippy and, as a result of such transaction, individuals who constitute the Board of Directors of Yippy immediately prior to the transaction cease to constitute a majority of the Board of Directors of Yippy following the transaction; or

(iii) sell a majority of the outstanding equity securities of Yippy;

then Yippy shall first present the ROFR Offer to Globalstar in accordance with the following provisions of this Section 5.5 prior to consummating the transaction set forth in the ROFR Offer.

(b) Offer Notice.

(i) Yippy shall, within three (3) Business Days of receipt of the ROFR, give notice (the "*ROFR Notice*") to Globalstar stating that it has received a bona fide offer and specifying: (A) the details of the offer; (B) the name of the party who has presented such offer; (C) the purchase price and the other material terms and conditions of the offer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; (D) the proposed date, time and location of the closing of the transaction set forth in the ROFR Notice, which shall not be less than 60 days from the date of the ROFR Notice, and (E) written notice to Globalstar of Yippy's intention to accept the ROFR Offer.

(ii) The ROFR Notice shall constitute Yippy's offer to enter into the transaction set forth in the ROFR Notice with Globalstar, which offer shall be irrevocable until the end of the ROFR Offer Notice Period.

(c) Exercise of Right of First Refusal.

(i) Upon receipt of the ROFR Notice, Globalstar shall have 15 Business Days (the "*ROFR Offer Notice Period*") to elect to enter into the transaction described in the ROFR Notice by delivering a written notice (an "*Acceptance Notice*") to Yippy stating that it (or an Affiliate thereof) agrees to enter into such transaction on the terms specified in the ROFR Notice.

(ii) If Globalstar does not deliver an Acceptance Notice during the ROFR Offer Notice Period, Globalstar shall be deemed to have waived all of its rights to enter into the transaction specified in the ROFR Notice, and Yippy shall thereafter be free to enter into such transaction with the party specified in the ROFR Notice for the purchase price and subject to the other material terms and conditions specified in the ROFR Notice.

(d) Consummation of Sale. If Globalstar does not deliver an Acceptance Notice in accordance with the foregoing, Yippy may, during the 120 day period immediately following the expiration of the ROFR Offer Notice Period (the "*Waived Transfer Period*"), enter into the transaction specified in the ROFR Notice on terms and conditions set forth in the ROFR Notice. If Yippy does not enter into such transaction within such period or, if such transaction is not consummated within the Waived Transfer Period, the rights provided hereunder shall be deemed to be revived and Yippy shall not enter into such transaction unless Yippy sends a new ROFR Notice in accordance with, and otherwise complies with, this Section 5.5.

(e) Cooperation. The Parties shall take all actions as may be reasonably necessary to consummate the transaction contemplated by this Section 5.5 including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

ARTICLE 6
INDEMNIFICATION; REMEDIES

Section 6.1 Indemnification and Payment of Damages by Yippy. Yippy shall indemnify and hold harmless Globalstar and its directors, officers, employees, stockholders, members and Affiliates (collectively, the "*Globalstar Indemnified Persons*") for, and shall pay to each Globalstar Indemnified Person the amount of, any Liabilities and/or judgments (collectively, "*Damages*") incurred by such Globalstar Indemnified Person, arising from: (a) with respect to representations and warranties that are either qualified as to materiality or contained in Section 3.1 (Organization), Section 3.2 (Authorization), Section 3.4 (Capitalization; New Stock), or Section 3.9 (Brokers), any breach by Yippy of such representation or warranty made by Yippy in this Agreement; (b) with respect to all other representations and warranties, any material breach by Yippy of such representation or warranty made by Yippy in this Agreement; and (c) any material breach by Yippy of any covenant or obligation of Yippy in this Agreement.

Section 6.2 Indemnification and Payment of Damages by Globalstar. Globalstar shall indemnify and hold harmless Yippy and its directors, officers, employees, stockholders, members and Affiliates (collectively, the "*Yippy Indemnified Persons*") for, and shall pay to each Yippy Indemnified Person the amount of, any Damages incurred by such Yippy Indemnified Person arising from: (a) with respect to representations and warranties that are either qualified as to materiality or contained in Section 4.1 (Organization), Section 4.2 (Authorization), or Section 4.5 (Brokers), any breach by Globalstar of such representation or warranty made by Globalstar this Agreement; (b) with respect to all other representations and warranties, any material breach by Globalstar of such representation or warranty made by Globalstar in this Agreement; and (c) any material breach by Globalstar of any covenant or obligation of Globalstar in this Agreement.

Section 6.3 Survival. All representations and warranties of the Parties contained in or made pursuant to this Agreement shall survive the Closing and the consummation of the transactions contemplated by this Agreement.

Section 6.4 Procedure For Indemnification.

(a) Promptly following receipt by an Indemnified Person of notice by a third party (including any Governmental Body) of any complaint, dispute or claim or the commencement of any audit, investigation, action or Proceeding with respect to which such Indemnified Person may be entitled to indemnification pursuant hereto ("*Third-Party Claim*"), such Indemnified Person shall provide written notice thereof to the Person obligated to indemnify under this Agreement (the "*Indemnifying Person*"), *provided, however*, that the failure to so notify the Indemnifying Person shall relieve the Indemnifying Person from liability hereunder with respect to such Third-Party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Person results in the forfeiture by the Indemnifying Person of rights and defenses otherwise available to the Indemnifying Person with respect to such Third-Party Claim or otherwise materially adversely prejudices the Indemnifying Person. The Indemnifying Person shall have the right, upon written notice delivered to the Indemnified Person within twenty (20) days thereafter assuming full responsibility for any Damages resulting from such Third-Party Claim, to assume the defense of such Third-Party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Person and the payment of the fees and disbursements of such counsel (unless the named parties to such Third Party Claim include both the Indemnifying Person and the Indemnified Person and the Indemnified Person has been advised in writing by counsel that there may be a legal defense available to such Indemnified Person that is different (in a non *de minimis* way) from those available to the Indemnifying Person, in which event the Indemnified Person shall be entitled, at the Indemnifying Person's reasonable expense, to separate counsel of its own choosing). In the event, however, that the Indemnifying Person declines or fails to assume the defense of such Third-Party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Person, in either case within such twenty (20)-day period, then any Damages shall include the reasonable fees and disbursements of counsel for the Indemnified Person as incurred. In any Third-Party Claim for which indemnification is being sought hereunder the Indemnified Person or the Indemnifying Person, whichever is not assuming the defense of such Third-Party Claim, shall have the right to participate in such matter and to retain its own counsel at such Person's own expense. The Indemnifying Person or the Indemnified Person (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Person or Indemnified Person (as the case may be) reasonably apprised of the status of the defense of any matter the defense of which it is maintaining and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Person may settle or compromise any Third-Party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Person (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Person fails to assume and maintain the defense of such Third-Party Claim or (ii) such settlement, compromise or consent requires no payment from the Indemnifying Person and includes an unconditional release of the Indemnifying Person and its officers, directors, employees and Affiliates from all liability arising out of, or related to, such Third Party Claim. An Indemnifying Person may not, without the prior written consent of the Indemnified Person, settle or compromise any Third-Party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent (w) includes an unconditional release of the Indemnified Person and its officers, directors, employees and Affiliates from all liability arising out of, or related to, such Third-Party Claim, (x) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of the Indemnified Person, (y) does not contain any equitable order, judgment or term that in any manner affects, restrains or interferes with the business of the Indemnified Person or any of the Indemnified Person's Affiliates and (z) does not require any payment from the Indemnified Person or any of its officers, directors, employees or Affiliates.

(c) In the event an Indemnified Person claims a right to payment pursuant hereto with respect to any matter not involving a third Person complaint, dispute or claim ("*Direct Claim*"), such Indemnified Person shall promptly send written notice of such claim to the appropriate Indemnifying Person (a "*Notice of Claim*"). Such Notice of Claim shall specify the basis for such Direct Claim in reasonable detail. The failure by any Indemnified Person to promptly notify the Indemnifying Person shall not relieve the Indemnifying Person from any liability that it may have to such Indemnified Person with respect to any Direct Claim made pursuant to this subparagraph (c) it being understood that Notices of Claim in respect of a breach of a representation or warranty pursuant to this subparagraph (c) must be delivered prior to the expiration of the survival period for such representation or warranty under Section 6.3. The Indemnifying Person shall have forty-five (45) days after its receipt of such notice to respond in writing to such Direct Claim. During such 45-day period, the Indemnified Person shall allow the Indemnifying Person and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Person shall assist the Indemnifying Person's investigation by giving such information and assistance (including access to the Indemnified Person's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Person or any of its professional advisors may reasonably request. If the Indemnifying Person does not so respond within such 45-day period, the Indemnifying Person shall be deemed to have rejected such claim, in which case the Indemnified Person shall be free to pursue such remedies as may be available to the Indemnified Person on the terms and subject to the provisions of this Agreement. In the case of any Third-Party Claim or Direct Claim by an Indemnified Person, in no event may any Indemnified Person (or any of its Affiliates) withhold or offset any amounts otherwise owed to the Indemnifying Person hereunder against the amount of any estimated Damages.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transaction, including all fees and expenses of agents, representatives, counsel and accountants.

Section 7.2 No Third Party Benefits. No provision of this Agreement shall be construed as conferring upon any third party any rights or benefits under this Agreement.

Section 7.3 Governing Law. This Agreement and the rights and remedies of the Parties hereto shall be governed by the laws of the State of New York, without regard to that state's conflicts of law rules.

Section 7.4 Entire Agreement. This Agreement, together with the schedules, exhibits and other documents referenced herein and the other Transaction Documents, embodies the entire agreement between the Parties hereto pertaining to the subject matter hereof. There are no representations, warranties or other commitments which are not embodied in this Agreement or the other Transaction Documents. This Agreement may be modified or amended only by a writing signed by all Parties.

Section 7.5 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 7.6 No Waiver. The failure of a Party hereunder to assert a right or enforce an obligation of the other Party shall not be deemed a waiver of such right or obligation. Waiver by either Party of one or more breaches or defaults hereunder shall not be deemed to be a waiver of any other or continuing breach or default hereunder.

Section 7.7 Notices. Any notice required or desired to be given pursuant to this Agreement shall be made in writing and shall be deemed delivered (i) if sent by overnight courier, one day after placement with the courier with all fees and charges for delivery prepaid to the address listed below, or any substitute address provided in writing by such Party, or (ii) if by mail, five Business Days after placement in the United States Mail with postage prepaid to the Party to be notified at the following addresses, or any substitute address provided in writing by such Party:

If to Globalstar, to:

Globalstar, Inc.
300 Holiday Square
Covington LA 70433
Attention: David Milla

If to Yippy, to:

Yippy, Inc.
17595 S. Tamiami Trl., Suite 27
Fort Myers, FL 33908
Attention: Richard Granville, Chief Executive Officer

Section 7.8 Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures delivered by facsimile or electronic mail shall be deemed original signatures for all purposes of this Agreement.

Section 7.9 Further Cooperation. From time to time after the Closing upon request of either Party, and without any further cost or expense to the other Party, such Party shall execute and deliver, and cause to be executed and delivered, such further instruments of conveyance, assignment, and transfer and take such further action as the requesting Party may reasonably request in order to further the transactions contemplated by the Transaction Documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

GLOBALSTAR USA, LLC

By: /s/ Tim Taylor
Name: Tim Taylor
Title: VP, Finance, Business Operations and Strategy

YIPPY, INC.

By: /s/ Richard Granville
Name: Richard Granville
Title: Chief Executive Officer