NON-COMPETION AGREEMENT

THIS AGREEMENT is made as of this date, June 1, 2015, (the "Effective Date") between:

Alexander E. Kuhne, an individual whose address is 33717 Woodward Avenue #289, Birmingham, Michigan ["Kuhne"],

AND:

Muhammad J. Shaheed, an individual whose address is 1812 South Taylor, Upper Cleveland Heights, OH 44118, or his assigns ["Shaheed"].

WHEREAS:

Kuhne wishes to utilize the corporation organized under the laws of Nevada presently known as AuGrid Global Holdings, Inc. ["Corporation"] for purposes requiring Shaheed to sever all contacts with the Corporation, and to surrender all common and preferred shares that he may still hold in the Corporation; and

Shaheed wishes to sever all remaining connections and ownership interest in the Corporation

NOW THEREFORE **THE PARTIES HEREBY AGREE THAT,** in consideration of the premises and the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1.1 Assignment of Property

Shaheed hereby agrees to assign his entire interest in, and/or rights to, any and all property, common shares and preferred shares in Corporation ["collectively "Property"], and Kuhne agrees to receive the Property, pursuant to the mutual considerations, and by the closing date, described below.

Section 1.2 Mutual Considerations

(A) Kuhne agrees to (A) waive any and all civil claims against Shaheed for prior acts with regard to the Corporation; and (B) tender to Shaheed consideration consisting of payment of Nineteen Thousand ($19,000) and no/100 US Dollars;

(B) Shaheed agrees (A) to refrain from any competition with Kuhne (or any third-parties that Kuhne may identify) in any media business or industry for a period of five (5) years from the date this Agreement is fully executed; (B) assigns the Property to Kuhne; and (C) waive any and all civil claims against Kuhne and the Corporation for acts prior to the Closing Date of this Agreement, pursuant to Section 1.4, *infra*.

Section 1.3 Disbursements of Consideration

Any consideration tendered as part of the Mutual Considerations shall be paid via wire transfer, bank check, overnight courier or other means mutually agreed upon by the parties.

Section 1.4 Closing

A) The closing shall consummated on or before July 31, 2015 ["Closing Date"], at which time the parties shall have exchange all documents and, if applicable, any agreed-upon consideration.

Section 1.5 Representation and Warranties:

A) Neither Kuhne or Shaheed is not an affiliate of the Company, and has not been an affiliate of the Company during the past 90 days.

Section 1.6 Agreement is Not an Offering of Stock.

The Parties' entry into this Agreement does not constitute participation by either party in an offering of penny stock, including engaging in activities with a broker, dealer, or issuer for purposes of issuing, trading, or inducing or attempting to induce the purchase or sale of any penny stock, nor is Shaheed a broker, dealer or issuer. A penny stock is any equity security that has a price of less than five dollars, except as provided in Rule 3a51-1 under the Exchange Act [17 C.F.R. 240.3a51-1].

Section 1.7 Miscellaneous

A) This Agreement shall be governed by the laws of the State of Michigan, the law of which shall be applicable to the interpretation, construction and enforcement hereof, and where any judicial venue shall be located.

B) This Agreement may be executed in counterparts and electronic signatures. A fully executed faxed, scanned or emailed copy of this Agreement shall have the full force and effort of an original of same.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the day and year first above written.

ALEXANDER E. KUHNE

By: _____ Dated: June 1, 2015

MUHAMMAD J. SHAHEED

By: _____ Dated: June 1, 2015

ASSIGNMENT OF ASSETS

AGREEMENT entered into by and between **Muhammad J. Shaheed,** hereinafter referred to as "Shaheed" and **Alexander E. Kuhne**, hereinafter referred to as "Kuhne."

WITNESSETH:

WHEREAS, Shaheed is a shareholder of a corporation presently organized as AuGrid Global Holdings, Inc., a Nevada corporation ["Corporation"];

WHEREAS, any and all assets held by must be lawfully transferred to Kuhne for future utilization; and

WHEREAS, Shaheed wishes to transfer all of his remaining common shares and preferred shares in Corporation to Kuhne; and

WHEREAS, the Kuhne wishes to acquire said common and preferred shares in Corporation from Shaheed.

IT IS HEREBY AGREED, for and in consideration of the mutual covenants and agreements hereinafter entered into, as follows:

1. Shaheed herewith transfers and assigns to the Kuhne those assets herein described above.

AGREEMENT made on this __1st_ day of _____June_____, 20_15_.

Muhammad J. Shaheed
Shaheed's Printed Name

Shaheed's Signature

Alexander E. Kuhne
Kuhne's Printed Name

Alexander E. Kuhne
Kuhne's Signature

GENERAL ASSIGNMENT

AGREEMENT entered into on this date, June 1, 2105, by and between **Muhammad J. Shaheed,** hereinafter referred to as "Shaheed" and **Alexander E. Kuhne**, hereinafter referred to as "Kuhne."

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, Shaheed hereby unconditionally and irrevocably assigns, grants, and transfers all rights, title, interest, and obligation in, to and under the following to Kuhne: any and all common and preferred shares held in the Nevada corporation presently organized as AuGrid Global Holdings, Inc., and any other title and rights in property not named herein.

Shaheed hereby warrants and represents that Shaheed possesses full right and authority to enter into this Agreement and to transfer the aforementioned rights, title, interest and obligation.

Shaheed warrants and represents that the aforementioned rights, title, interest and benefits are free from all liens, encumbrances, or adverse claims.

The assignment shall be binding upon and inure to the benefit Shaheed and Kuhne, and to their successors, assigns, and personal representatives.

Muhammad J. Shaheed
Shaheed's Printed Name

Shaheed's Signature

Alexander E. Kuhne
Kuhne's Printed Name

Alexander E Kuhne
Kuhne's Signature

DURABLE POWER OF ATTORNEY
FOR
MUHAMMAD J. SHAHEED

ARTICLE I.
APPOINTMENT OF ATTORNEY-IN-FACT

I, **Muhammad J. Shaheed** (hereinafter sometimes referred to as "Principal"), appoint as my Attorney in-Fact **Alexander E. Kuhne** (hereinafter referred to as "Attorney") of the firm Alexander E. Kuhne, PC, a Michigan Professional Corporation, whose business address is 33717 Woodward Avenue #289, Birmingham, Michigan 48009, and whose phone number is (248) 644-4539. If the person appointed as Attorney should at any time for any reason be unable or unwilling to act or to continue to act as Attorney, then I appoint as Attorney the person(s) named as "Successor Attorney-in-Fact."

EFFECTIVE DATE

This Durable Power of Attorney shall become effective immediately upon the execution of this document.

SEVERABILITY

In the event that any provision herein is invalid, the remaining provisions shall nonetheless be in full force and effect.

ARTICLE II.
DURABLE POWER OF ATTORNEY

DURABILITY

This Durable Power of Attorney shall not be affected by my disability and shall continue in effect until my death or until I revoke it in writing. The agent shall have no

duty to act and shall incur no liability to me or to my estate for failing to take any action under this power of attorney before receiving written notice from me requesting the agent to act or, alternatively, receiving written notice that, in the opinion of two licensed physicians, I am unable to act due to either physical or mental disability, in which case the agent shall immediately begin to act.

POWERS NOT EXERCISABLE BY ATTORNEY

Attorney shall not have the power to undertake the following acts on behalf of the Principal:

1. Make a Will or Codicil to a Will for Principal or revoke Principal's Will or Codicil; or change, modify or direct the revocable Living Trust of the Principal;

2. Exercise any powers under any irrevocable trust of which Attorney are the creator and Principal is the Trustee;

3. Exercise any power in any way to discharge any legal obligation that Attorney may have.

POWERS EXERCISABLE BY ATTORNEY

With regard to the Nevada corporation presently known as AuGrid Global Holdings, Inc., Principal gives Attorney full power and authority to do for Principal and in Principal's name, place and stead, and for Principal's use and benefit, all and every act and thing whatsoever and to undertake any and all transactions, acts and proceedings in Principal's name, place and stead for the purpose of transacting any and all business of every kind, nature and description whatsoever in connection with Principal's business and personal affairs relative to any property interest, real or personal, of Principal's now owned or hereafter acquired, as fully and to all intents and purposes as Principal might or could do if personally acting. Attorney is specifically empowered and directed to transfer and convey to the Trustee or Trustee(s) then acting under any Revocable Trust (Grantor's

Trust) under which Principal is a Settlor (Grantor/Grantor) and a beneficiary any or all assets now or at any time or times hereafter standing in Principal's name (or representing Principal's interest in assets owned jointly, commonly and/or otherwise with any other person or persons).

1. Attorney is given and granted hereby full power and authority to make, verify and file federal, state and/or local income, gift and/or other tax returns of all kinds, claims for refund, requests for extension of time, petitions to the tax court or other courts regarding tax matters and/or any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney and closing agreements, of all kinds without limit, and generally to act on behalf of the Principal in all tax matters of all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority, including receipt of confidential information, and to cause the Principal to be represented in any and all such proceedings;

2. Attorney is given and granted hereby full power and authority to sign and deliver qualified disclaimers as to any gift or inheritance as provided for under the Internal Revenue Code of 1986, as amended from time to time;

3. Attorney is hereby given and granted full power and authority to make gifts to Principal's if any, child or children and other descendants or ascendants, if any, and/or to spouse, Charitable, scientific, religious or educational institutions, and to consent to split gifts made by the Principal's spouse to third persons, keeping in mind the Principal's best interests and the best interests of the Principal's family;

4. Attorney is given and granted hereby full power and authority to exercise any special or general power of appointment held by the Principal, keeping in mind Principal's best interests and the best interests of the Principal's family;

5. Attorney is given and granted hereby full power and authority to designate the beneficiary under any policy of life insurance and under any employee benefit plan, keeping in mind Principal's best interests and the best interests of Principal's family. The Principal hereby ratifies and confirms all that said Attorney shall do or cause to be done by virtue hereof, and all documents of any kind (without limitation) executed and/or delivered by Attorney shall bind the Principal and the Principal's heirs, distributees, legal representatives, successors and assignees.

6. The Attorney may perform any act and exercise any power with regard to my property and affairs that I could do personally, including exercising all of the specific powers set forth below:

7. To collect, hold, maintain, improve, invest, lease, or otherwise manage any or all of my real or personal property or any interest therein;

8. To purchase, sell, mortgage, grant options, or otherwise deal in any way in any real property, including real property described on the attached schedule, or personal property, tangible or intangible, or any interest therein, upon such terms as the Agent considers proper, including the power to buy United States Treasury Bonds that may be redeemed at par to pay federal estate tax and to sell or transfer Treasury securities;

9. To borrow money, to execute promissory notes therefore, and to secure any obligation by mortgage or pledge;

10. To conduct and participate in any kind of lawful business of any nature or kind, including the right to sign partnership agreements, commence, continue, reorganize, merge, consolidate, recapitalize, close, liquidate, sell, or dissolve any business and to vote stock, including the exercise of any stock options and the carrying out of any buy-sell agreement; to receive and endorse checks and other negotiable paper, deposit and withdraw funds (by check or withdrawal slips) that I

now have on deposit or to which I may be entitled in the future in or from any bank, savings and loan, or other institution;

11. To prepare, sign, and file separate or joint income, gift, and other tax returns and other governmental reports and documents; to consent to any gift; to file any claim for tax refund; and to represent me in all matters before the Internal Revenue Service;

12. To have access to any safety deposit box registered in my name alone or jointly with others, and to remove any property or papers located therein;

13. To act as my agent or proxy for any stocks, bonds, shares, or other investments, rights, or interests may now or hereafter hold;

14. To make application to any governmental agency for any benefit or government obligation to which I may be entitled;

15. To engage in any administrative or legal proceedings or lawsuits in connection with any matter herein including but not limited to proceedings to enforce this document;

16. To exercise any incidents of ownership I may possess with respect to policies of insurance, except policies insuring the life of my Agent;

17. To transfer any interest I may have in property, whether real or personal, tangible or intangible, to the trustee of any trust that I have created for my benefit;

18. To engage and dismiss agents, counsel, and employees, in connection with any matter, upon such terms as my agent determines; and

19. Regardless of the above statements, my agent (1) cannot execute a will or codicil on my behalf; and (2) may not exercise any powers that would cause assets of mine to be considered taxable to my agent or to my agent's estate for purposes of any income, estate, or inheritance tax. However, my agent may execute a Trust or other will substitute and make gifts on my behalf with court approval.

20. My Attorney may make annual gifts to my lineal descendants in amounts up to $30,000 per year, or the existing annual exclusion amount, whichever is greater. My agent may make gifts to my lineal descendants in excess of this amount, and gifts to others, with court approval.

21. To disclaim any interest I may have in any property, or portion thereof.

22. This Durable Power of Attorney shall not be affected by my disability and shall continue in effect until my death or until revoked by one in writing. The Attorney shall have no duty to act, and shall incur no liability to me or to my estate for failing to take any action under this Power of Attorney.

23. Third parties may rely upon the representations of the Attorney as to all matters regarding powers granted to the Attorney. No person who acts in reliance on the representation of the Attorney or the authority granted under this Power of Attorney shall incur any liability to me or to my estate for permitting the Attorney to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.

24. No Attorney named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.

25. Photocopies of this signed Power of Attorney shall be treated as an original.

LIMITATION OF LIABILITY

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent and/or other party to act in accordance with the powers granted in this Durable Power of Attorney, the Principal hereby represents, warrants and agrees that, if this Power of Attorney is terminated for any reason whatsoever, the Principal and the Principal's heirs, distributees, legal representatives, successors and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this Power of Attorney prior to such party's or parties' receipt of written notice of any such termination.

ARTICLE III.
REVOCATION OF PRIOR POWERS OF ATTORNEY

This power of Attorney revokes any prior Durable Power of Attorney executed previously by the Principal.

ARTICLE IV.
SIGNATURE BY ATTORNEY

When signing on behalf of Principal under this Power of Attorney, Attorney shall sign as follows: "**Muhammad J. Shaheed** by **Alexander E. Kuhne**, his Attorney-in-Fact."

ARTICLE V.
DECLARATION OF PRINCIPAL

Principal declares that the following is correct:

a. Principal has been advised, in regard to this Durable Power of Attorney;

b. Principal understands that the Durable Power of Attorney gives to the Attorney nominated herein broad powers to dispose, sell, convey and encumber Principal's real and personal property, which powers arise on the Principal's execution of this document and principal understands that these powers for the Durable Power of Attorney will exist for an indefinite period of time after the Principal's disability or incapacity unless their duration has been limited in this document.

_____ Dated: June 1, 2015

Muhammad J. Shaheed, Principal

Witness: _____

Address: _____

Witness: _____

Address: _____

STATE OF OHIO)
)SS
_____ COUNTY)

On this date, June _____, 2015, before me, a Notary Public, personally appeared Muhammad J. Shaheed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Muhammad J. Shaheed, who subscribed this instrument, and who appears to be of sound mind and not under or subject to duress, fraud, or undue influence, and acknowledged that she executed it.

_____
NOTARY PUBLIC – _____ NOTARY SEAL
My Commission Expires: _____
_____ County, Ohio

ACKNOWLEDGEMENT OF CONTRACTUAL INTENT

THIS MEMORANDUM is entered into by and between **Muhammad J. Shaheed,** hereinafter referred to as "Shaheed" and **Alexander E. Kuhne**, hereinafter referred to as "Kuhne."

WHEREAS, the parties on this date, June 1, 2015, entered into multiple agreements related to Shaheed divesting himself of any and all stock, holdings and property related to the Nevada corporation formerly known as AuGrid Global Holdings;

WHEREAS, the agreements the party entered into were a Non-Competition Agreement, an Assignment of Assets, a General Assignment, and a Durable Power of Attorney by Shaheed to Kuhne [collectively, "Agreements"];

WHEREAS, said Agreements all refer to the corporation in question by its former legal name, "AuGrid Global Holdings Corporation," rather than its correct, present name, "Metaphor Global Holdings Corporation";

THE PARTIES HEREBY ACKNOWLEDGE AND CONFIRM that the company contemplated in said agreements properly is "Metaphor Global Holdings."

AGREEMENT made on this 1st day of June, 20 15.

Muhammed J. Shaheed
Shaheed's Printed Name

Shaheed's Signature

Alexander E. Kuhne
Kuhne's Printed Name

Kuhne's Signature