

Upper Street Marketing, Inc. (“UPPR”) Enters Into A  
Definitive LOI For The Sale Of All Assets To Linear Holdings

**Press Release**

**DATE:** February 10, 2020  
**RELEASE:** Immediate  
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**SAN DIEGO, CA, Dec. 10, 2019 (GLOBE NEWSWIRE) -- via NEWMEDIAWIRE –**

Management of Upper Street Marketing, Inc. (OTC Markets Inc. trading symbol, “UPPR”) announced that on February 6, 2020 UPPR entered into a binding, definitive letter of intent (the “LOI”) with Linear Park Marketing, Inc., d/b/a “Linear Holdings”, a Nevada corporation (“Linear”). The LOI memorializes UPPR’s desire and commitment to sell, and Linear’s desire to acquire, all of the assets (the “Assets”) of UPPR.

The transactions contemplated in the LOI include the sale by UPPR to Linear of all Assets owned by UPPR (the “Asset Sale”), expressly including the Assets held by its wholly-owned subsidiaries (such as trademarks and tradenames relating to its operating divisions), free and clear of any and all liens, debts and encumbrances except as may otherwise be expressly conditioned in the LOI and the definitive agreement related to the Asset Sale.

Both UPPR and Linear intend that the Asset Sale shall occur substantially on the terms and conditions contained in the LOI and the term sheet as attached to and provided with this Press Release.

### **About Upper Street Marketing, Inc.**

*Now fully legal as a non-psychoactive product of industrial hemp, CBD has been promoted as an effective treatment for everything from arthritis to insomnia. To date, the only FDA-approved uses are for two rare forms of childhood epilepsy. With one of the only integrated "seed to consumer" platforms for participating in all phases of the industry from crop to value-added commercial and clinical product development, UPPR intends to be a leader in FDA cGMP (Current Good Manufacturing Practice) capabilities in the hemp and CBD marketplace.*

### **About Linear Park Marketing, Inc.**

*Linear Park Marketing, Inc. is a research and development business, with manufacturing capabilities, incorporated in 2019 for the express purpose of entering into the CBD market.*

**LINEAR HOLDINGS**  
3444 Tripp Court

San Diego, California 92121

***PRIVATE AND CONFIDENTIAL***

February 6, 2020

Mr. Joseph Earle  
President and Chief Executive Officer  
Upper Street Marketing, Inc.  
3444 Tripp Court

San Diego, California 92121

Dear Mr. Earle:

Linear Park Marketing, Inc., d/b/a "Linear Holdings", a Nevada corporation ("**Linear**" or the "**Buyer**"), is pleased to submit this binding, definitive letter of intent (this "**LOI**") confirming Linear's desire to acquire all of the assets (the "**Assets**") of Upper Street Marketing, Inc., a corporation organized under the laws of the State of Oklahoma ("**UPPR**" or the "**Seller**"), including all of the assets, including trademarks and tradenames, of its operating divisions free and clear of any and all liens, debts and encumbrances except as may otherwise be expressly provided herein (the "**Acquisition**") (the Buyer and the Seller collectively, the "**Parties**"). The Parties intend that the Acquisition shall occur substantially on the terms and conditions contained in this LOI and the term sheet (the "**Term Sheet**") attached hereto as **Schedule "A"**.

**1. Due Diligence.** Each Party shall permit the other Party and its representatives to undertake a complete due diligence review (including financial and legal due diligence) commencing immediately after the date hereof in order to investigate, analyze and confirm the representations and warranties contained within the definitive asset purchase agreement (the "**Acquisition Agreement**").

**2. Confidentiality.** Confidential information will not include information that is, or becomes, generally available to the public other than as a result of disclosure by the receiving party or its representatives. In the event the Acquisition does not close, all confidential information of a Party in the possession of the other Party shall be destroyed, or returned to the disclosing Party, and certified in writing as have been destroyed or returned, all as the disclosing Party shall direct.

**3. Public Announcement.** Except as and to the extent required by law (including applicable securities laws, regulations or policies), without the prior written consent of the other Party, neither Party shall, and each shall direct its representatives not to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction between the Parties or any of its terms, conditions, or other aspect of the transaction proposed in this letter of intent. It is understood that the Parties may need to communicate with their respective representatives, board of directors and shareholders, as applicable, and that such communication is permitted.

**4. Termination.** The Parties agree that this binding letter and the attached Term Sheet shall expire on the earlier of (i) all Parties signing the Acquisition Agreement; (ii) one Party providing written notice of termination to the other Party; or (iii) February 28, 2020 if the Parties have failed to execute the Acquisition Agreement as of that date (the "**Termination Date**"), unless an extension of this date is mutually agreed upon by all Parties in writing.

**5. Transaction Costs.** Each Party will bear separately its own expenses, including without limitation, the fees and disbursements of legal counsel, accountants or financial advisors incurred in connection with this LOI, the Term Sheet and the negotiation, execution, delivery and performance of the Acquisition Agreement and the Acquisition.

**6. Fax and Counterparts.** This LOI may be executed in counterparts or by facsimile or electronic transmission (such as pdf format), each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of a counterpart by way of facsimile or electronic transmission will be deemed to be as effective as delivery of an originally executed counterpart.

Upon execution by the Parties of this LOI, Paragraphs 2, 3, 4, and 5 above will constitute the legally binding and enforceable agreement by the Parties. The items on the Term Sheet reflect the mutual understanding of the matters described herein, but each Party acknowledges that the items on the Term Sheet are not intended to create or constitute any legally binding obligations among the Parties, and no Party shall have any liability to any other Party with respect to the items on the Term Sheet. The Parties agree, therefore, that unless and until (i) an Acquisition Agreement is finalized, executed, and delivered by the Parties, and (ii) the conditions to closing set forth in the Term Sheet or otherwise reflected in the Acquisition Agreement are satisfied, neither the Buyer nor the Seller shall have any liability or obligation to complete the Acquisition. In the event this LOI is terminated or expires pursuant to Paragraph 4, the Parties acknowledge and agree that Paragraphs 2, 3 and 5 shall survive and continue in full force and effect notwithstanding such termination.

This LOI (including the Term Sheet) and the terms and provisions set forth in the Acquisition Agreement shall be governed by the laws of the State of California, without reference to principles of conflicts of law, and may be executed in any number of counterparts, including counterparts by PDF or facsimile.

If the foregoing reflects your understanding of the terms of the proposed Acquisition, please indicate by countersigning a copy of this letter and returning a signed copy to the undersigned at [marktlivingston@gmail.com](mailto:marktlivingston@gmail.com).

Your prompt response is greatly appreciated.

This offer shall be open for acceptance until 5:00 pm Eastern Time on February 10, 2020 after which, if not accepted prior thereto, it shall expire and no longer be available for acceptance.

Sincerely,

**“BUYER”**

/s/Mark Livingston

Mark Livingston

President

Linear Park Marketing, Inc.

Agreed and accepted this 6th day of February 2020.

**“SELLER”**

/s/Joseph Earle

Joseph Earle

Chief Executive Officer and President

Upper Street Marketing, Inc.

**SCHEDULE "A"**

**TERM SHEET**

<b>Buyer</b>	<b>Linear Park Marketing, Inc. d/b/a "Linear Holdings"</b>  The Buyer is affiliated with an FDA-licensed lab and manufacturing facility possessing facility and expertise required to develop cGMP CBD products. The Acquisition will be subject to applicable board, shareholder and regulatory approvals.
<b>Seller</b>	<b>Upper Street Marketing, Inc.</b>  The Seller is a holding company incorporated in Oklahoma that does business through its CBD farm and biofuel grow and harvest facility in Center, Colorado
<b>Purchase Price</b>	As determined in the Acquisition Agreement.
<b>Closing Date</b>	As determined in the Acquisition Agreement.
<b>Transaction</b>	The Buyer will acquire from Seller all of its Assets.
<b>Conditions</b>	Closing of the Acquisition shall be subject to the satisfaction of the following conditions:  i. Satisfactory due diligence by the Buyer including access to all books and records of the Seller;  ii. Execution of a definitive purchase and sale agreement and customary and ancillary documents and instruments in transactions of this nature;  iii. Receipt of all necessary third Party consents;  iv. Buyer shall have adequate financing in place; and  v. All other conditions of closing set out in the Acquisition Agreement.
<b>Due Diligence</b>	Prior to the Closing Date, each Party shall be given access to all information as reasonably required to satisfy them that legal, financial, operational and other conditions of purchase and sale have been met, including the accuracy of the representations and warranties of the other Parties.
<b>Purchase and Sale Agreement</b>	The Parties will enter into a purchase and sale agreement containing all customary and usual provisions appropriate for buying and selling Profile's Assets.
<b>Fees and Expenses</b>	Each Party will be responsible for its own fees and expenses, including those of its advisors.
<b>Announcements</b>	No public announcement shall be made until all Parties have agreed on the nature, wording and timing of such announcement, such cooperation not to be unreasonably withheld or delayed and with no announcements made prior to Closing unless required by applicable laws.

### Cautionary Language Concerning Forward-Looking Statements

Statements in this press release may be "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipate", "believe", "estimate", "expect", "intend", and similar expressions, as they relate to the Company or its management, identify forward-looking statements. These statements are based on current expectations, estimates, and projections about the Company's business, based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties, and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and probably will, differ materially from what is expressed or forecasted in such forward-looking statements due to numerous factors. Such statements could be affected by risks and uncertainties related to: (i) our ability to execute the Company's business plans with the uncertainty of agricultural crops (ii) product demand, market, and customer acceptance of the Company's products, (iii) the Company's ability to obtain financing to expand our operations, (iv) the Company's ability to attract qualified sales representatives, (v) competition, pricing and development difficulties, (vi) the Company's ability to conduct the business if there are changes in laws, regulations, or government policies related to the Company's products, (vii) the Company's ability to conduct operations if it faces product recalls, and (viii) general industry and market conditions and growth rates and general economic conditions. Any forward-looking statements speak only as of the date on which they are made, and the Company does not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this release.