

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
SOUTHERN DIVISION

*In re* SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**MOTION FOR ORDER APPROVING AND AUTHORIZING STOCK REPURCHASE  
AGREEMENT WITH REMOTE.COM, INC.**

Temporary Receiver Robb Evans & Associates LLC (“Receiver”), appointed pursuant to the Ex Parte Temporary Restraining Order With Asset Freeze, Writs *Ne Exeat*, Appointment of a Temporary Receiver and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue (Doc. 13) (“TRO”), extended pursuant to the Extension of Temporary Restraining Order and Interim Preliminary Injunction (“Interim Preliminary Injunction”), hereby moves the Court for an order approving and authorizing a Stock Repurchase Agreement with Remote.com, Inc. (“Remote.com”). Under the Stock Repurchase Agreement, executed by Relief Defendant Angela Chittenden (“Chittenden”), all shares of stock in Remote.com, including common stock and preferred stock would be repurchased by Remote.com, Remote.com would pay \$150,000 to the Receiver in exchange for the shares, payable upon execution, and the Receiver would have the sole and exclusive right to the purchase price, on behalf of the receivership estate, with the proceeds becoming property of the receivership estate upon Court approval of the Stock Repurchase Agreement. Pursuant to the Stock Repurchase Agreement, executed on May 6, 2019, Remote.com paid the \$150,000 purchase price to the Receiver immediately thereafter, conditioned upon the Court’s approval of

the agreement. A copy of the executed Stock Repurchase Agreement is attached to the Declaration of Brick Kane (“Kane Declaration”) in support of the Motion, as Exhibit 1.

This Motion is made and based upon the Memorandum in support of the Motion and the Kane Declaration, together with the documentary evidence accompanying the Kane Declaration and the documentary evidence for which judicial notice is requested. This Motion is made pursuant to Title 28 U.S.C §2004.

Dated: May 15, 2019

By: /s/ Gary Owen Caris

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By: /s/ James E. Van Horn

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UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
SOUTHERN DIVISION

*In re* SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**TEMPORARY RECEIVER'S MEMORANDUM IN SUPPORT OF MOTION  
FOR ORDER APPROVING AND AUTHORIZING STOCK REPURCHASE  
AGREEMENT WITH REMOTE.COM, INC.**

Temporary Receiver Robb Evans & Associates LLC submits the following memorandum in support of its motion for an order approving and authorizing the Stock Repurchase Agreement with Remote.com, Inc. ("Remote.com").

**I. INTRODUCTION AND STATEMENT OF FACTS**

The Temporary Receiver, Robb Evans & Associates LLC ("Receiver") was appointed as Temporary Receiver in this action pursuant to the Ex Parte Temporary Restraining Order with Asset Freeze, Writs *Ne Exeat*, Appointment of a Temporary Receiver, and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue ("TRO") issued by the Court on November 5, 2018 (Doc. 13). Under the TRO, the Receiver became temporary receiver over all named Corporate Defendants (except for Atlantic International Bank, Ltd.) and over the assets of Andris Pukke ("Pukke") and Peter Baker ("Baker") valued at \$1,000 or more. The TRO was extended by the Extension of Temporary Restraining Order and Interim Preliminary Injunction (Doc. 34) filed November 29, 2018 ("Interim Preliminary Injunction").

The FTC filed a motion to amend the Complaint and a proposed Amended Complaint for Permanent Injunction and Other Equitable Relief (“Amended Complaint”) on December 28, 2018 adding Michael Santos (“Santos”) and Newport Land Group, LLC (“NLG”) as defendants. (Doc. 87) The Court granted the motion to amend on January 11, 2019. (Doc.107) On February 13, 2019 the Court entered a Stipulated Preliminary Injunction as to Santos and Defendants Rod Kazazi, Foundation Partners, Brandi Greenfield, BG Marketing LLC, Frank Costanzo, Deborah Connelly, Ecological Fox LLC, Angela Chittenden, and Beach Bunny Holdings LLC (Doc. 164) (“Stipulated Preliminary Injunction”). Under the Stipulated Preliminary Injunction, the Receiver remained as receiver over the stipulating Receivership Entities BG Marketing, LLC, Ecological Fox, LLC, and Foundation Partners, and NLG was expressly added as a named Receivership Entity. The Receiver remains temporary receiver over the remaining Receivership Entities named in the TRO and over the assets of Pukke and Baker.

A. Remote.com

Since the inception of the receivership estate, the Receiver has undertaken an extensive review and detailed analysis of the Receivership Entities’ financial records, banking records, and other business records and files. The initial phase of the Receiver’s ongoing forensic accounting work is reflected in the Receiver’s Report of Activities for the Period from November 6, 2018 to February 21, 2019 (Doc. 219) (“Receiver’s Report”) filed on February 22, 2019.<sup>1</sup> Based on that review, as well as interviews with third parties, the Receiver determined that Pukke made an investment into Outsource.com, the predecessor entity which was subsequently merged into Remote.com. Remote.com is a web-based remote job placement company. The Receiver determined that Pukke’s net investment in Remote.com was \$874,625 and that the entire

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<sup>1</sup> The Receiver requests that the Court take judicial notice of the Receiver’s Report, pursuant to Rule 201 of the Federal Rules of Civil Procedure.

investment was funded by the Receivership Entities, as defined under the TRO and/or Stipulated Preliminary Injunction. Pukke placed the investment in the name of his putative spouse and mother of two of his children, Relief Defendant Angela Chittenden (“Chittenden”).

B. Stock Repurchase Agreement with Remote.com

Counsel for Remote.com approached the Receiver in early March, 2019 seeking to enter into an agreement to repurchase the outstanding stock held in Chittenden’s name. Counsel for Remote.com and its principals advised the Receiver that they were seeking capital for the company and expressed concern that Pukke’s and Chittenden’s affiliation with the company was creating negative publicity in light of the pending litigation with the Federal Trade Commission and making it hard to find willing investors. Remote.com provided detailed financial information concerning the poor financial condition of the company, including consistent operating losses for several years and drastically declining revenue.

After extensive negotiations, the Receiver and Remote.com entered into a Stock Repurchase Agreement whereby: (a) Chittenden would execute the Stock Repurchase Agreement providing for the repurchase of all shares she holds, including common stock and preferred stock; (b) Remote.com would pay \$150,000 to the Receiver in exchange for the shares, payable upon execution, and (c) the Receiver would have the sole and exclusive right to the purchase price, on behalf of the receivership estate, with the proceeds becoming property of the receivership estate upon Court approval of the Stock Repurchase Agreement. Pursuant to the Stock Repurchase Agreement, executed on May 6, 2019, Remote.com paid the \$150,000 purchase price to the Receiver immediately thereafter, conditioned upon the Court’s approval of the agreement. A copy of the executed Stock Repurchase Agreement is attached to the accompanying declaration of Brick Kane as Exhibit 1.

The cash payment of \$150,000 represents a recovery of 17.2% of the amount paid by the Receivership Entities for the stock. While this represents a significant loss on the investment, it represents an excellent return for the receivership estate given the extremely poor financial condition of Remote.com and the likelihood that equity interests in the company would not receive anything if the company fails.

Chittenden has agreed to and executed the Stock Repurchase Agreement, thereby acknowledging that she does not have a beneficial interest in the shares being sold. The stock and these proceeds properly belong to the receivership estate in that all of the funds used to acquire the interest in Remote.com held in Chittenden's name emanate from the Receivership Entities and, in any event, all assets of Pukke's over \$1,000 are property of the receivership estate. TRO, Section XVI.B.

**II. IT IS APPROPRIATE TO MODIFY SALE PROCEDURES WITH RESPECT TO THE REMOTE.COM STOCK AND APPROVE THE STOCK REPURCHASE AGREEMENT**

Title 28 U.S.C. §2001 provides the procedures pertaining to the sale of real property by a receiver. Subsection (a) pertains to procedures for the public sale of real property at the courthouse and subsection (b) pertains to the sale of real property at private sale and provides a detailed set of procedures prior to confirmation of the sale. Title 28 U.S.C. §2004 provides that: “Any personal property sold under order or decree of any court of the United States shall be sold in accordance with section 2001 of this title, **unless the court orders otherwise.**” (Emphasis added.)

Under the facts and circumstances here, it is appropriate to modify the sale procedures contained in Title 28 U.S.C. §2001 and incorporated into section 2004 to allow the Receiver to sell and transfer the Remote.com stock back to Remote.com in exchange for a cash payment of \$150,000. The Receiver has determined that the financial condition of Remote.com is extremely precarious given the written financial information which the principals of Remote.com have provided and that the future viability of the company remains highly uncertain. Faced with the possibility that Remote.com may fail as a going concern, in light of ongoing persistent operating losses and the drastic diminution in revenue, in which case no funds would be returned to the holders of equity interests in the company, the Receiver determined that a cash payment of \$150,000, payable immediately, representing a return of 17.2% of the amounts invested from the Receivership Entities' funds, is a beneficial recovery for the receivership estate.

Additionally, the Receiver determined that it would not be wise to delay liquidating this ownership interest because of the precarious financial condition of Remote.com and the uncertainty that anything will be available if the Receiver waited until a final resolution of the underlying action.

... [P]ersonal property in the hands of a receiver pendente lite, deteriorating and depreciating in value . . . and which must ultimately be sold, may be sold before final hearing. This same reasoning often applies to a business in the hands of a receiver. A receiver is ordered to run the business, not with a view to make profits for the creditors, but to preserve the values in the property as a going concern. If closed up and the business dissipated, much of the value would be lost. On the other hand, the most

advantageous time to sell may well be before final hearing of the main suit on which the receivership has been predicated. In such a case, if the court is thoroughly satisfied that a sale must eventually be made and that it would be to the advantage of the receivership, then a sale may well be ordered before final hearing.

2 *Clark on Receivers*, § 510(b) (3rd ed. 1959).

In *Tanzer v. Huffines*, 412 F.2d 221 (3rd Cir. 1969), cert. den., 369 U.S. 877, 90 S. Ct. 154, 24 L. Ed. 2d 135, the Third Circuit affirmed a District Court order authorizing a receiver pendente lite to sell controlling stock which the receivership corporation owned in another corporation without following the procedures set forth in 28 U.S.C. § 2001, as incorporated into § 2004. In that case, the District Court found that there was a "definite and pressing need" for the sale of the stock because the receivership corporation had no cash and the receiver had to find a solution to the receivership corporation's dire financial condition. *Tanzer v. Huffines*, 412 F.2d at 222.

As was noted in *Securities and Exchange Commission v. Hardy*, 803 F. 2d 1034, 1037 (9th Cir. 1986): "A district court's power to supervise an equity receivership and to determine the appropriate action to be taken in the administration of the receivership is extremely broad" and subject to review under an abuse of discretion standard. See also *United States v. Branch Coal Corp.*, 390 F. 2d 7 (3rd Cir. 1968) (court granted discretion in setting the terms and conditions for judicial sales and the court's discretion will not be disturbed on appeal absent abuse of discretion). Under the circumstances, the Court should approve the Stock Repurchase Agreement, thereby ensuring that the estate realize \$150,000 on account of this investment.



**III. CONCLUSION**

For the reasons set forth herein, the Receiver respectfully requests that the Court issue an order approving and authorizing the Stock Repurchase Agreement in its entirety.

Dated: May 15, 2019

By: /s/ Gary Owen Caris

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UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
SOUTHERN DIVISION

*In re* SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**DECLARATION OF BRICK KANE IN SUPPORT OF MOTION FOR ORDER  
APPROVING AND AUTHORIZING STOCK REPURCHASE AGREEMENT  
WITH REMOTE.COM, INC.**

I, Brick Kane, declare:

1. I am the President of Robb Evans & Associates LLC (“Receiver”), the Temporary Receiver in this action. This lawsuit was commenced on October 31, 2018 by the Federal Trade Commission (“FTC”) on October 31, 2018 with its filing of a Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”). The lawsuit named 17 entity defendants and seven individual defendants, in addition to five relief defendants. The Court issued its Ex Parte Temporary Restraining Order With Asset Freeze, Writs *Ne Exeat*, Appointment of a Temporary Restraining Order and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue (“TRO”) on November 5, 2019. Under the TRO, the Receiver became temporary receiver over all named Corporate Defendants except for Atlantic International Bank, Ltd. (“AIBL”) and over the assets of Andris Pukke (“Pukke”) and Peter Baker (“Baker”) valued at \$1,000 or more. The Court extended the duration of the TRO pursuant to an Extension of Temporary Restraining Order and Interim Preliminary Injunction on November 20, 2018. The FTC filed a motion to amend the Complaint and a proposed Amended Complaint for Permanent Injunction and Other Equitable Relief (“Amended Complaint”) on

December 28, 2018 adding Michael Santos and Newport Land Group, LLC (“NLG”) as defendants. The Court granted the motion to amend on January 11, 2019. On February 13, 2019 the Court entered a Stipulated Preliminary Injunction as to Defendants Rod Kazazi, Foundation Partners, Brandi Greenfield, BG Marketing LLC, Frank Costanzo, Deborah Connelly, Ecological Fox LLC, Michael Santos, Angela Chittenden, and Beach Bunny Holdings LLC (“Stipulated Preliminary Injunction”). Under the Stipulated Preliminary Injunction, the Receiver remained as receiver over the stipulating Receivership Entities BG Marketing, LLC, Ecological Fox, LLC, and Foundation Partners, and NLG was expressly added as a named Receivership Entity. The Receiver remains temporary receiver over the remaining Receivership Entities named in the TRO and over the assets of Pukke and Baker.

2. I have been one of the members of Robb Evans & Associates LLC primarily responsible for the supervision, management and administration of the receivership estate, the Receiver’s taking possession and control of the business and operations of the Receivership Entities, as defined in the TRO, the review and investigation of the business, operations and assets of the Receivership Entities and the individuals whose assets are under receivership, and the Receiver’s exercise of the other powers and duties set forth in the TRO and Stipulated Preliminary Injunction. I have been involved in the Receiver’s ongoing review and detailed analysis of the Receivership Entities’ financial records, banking records, and other business records and files. I was personally involved in the preparation and review of the Receiver’s Report of Activities for the Period From November 6, 2018 to February 21, 2019 (“Receiver’s Report”) filed on February 22, 2019. I have personal knowledge of the matters set forth in this declaration and if I were called upon to testify as to these matters I could and would competently testify thereto based on my personal knowledge.

3. Since the inception of the receivership estate, the Receiver has undertaken an extensive review and detailed analysis of the Receivership Entities' financial records, banking records, and other business records and files. The initial phase of the Receiver's ongoing forensic accounting work is reflected in the Receiver's Report. Based on that review, as well as interviews with third parties, the Receiver determined that Pukke made an investment into Outsource.com, the predecessor entity which was subsequently merged into Remote.com. Remote.com is a web-based remote job placement company. The Receiver determined that Pukke's net investment in Remote.com was \$874,625 and that the entire investment was funded by the Receivership Entities, as defined under the TRO and/or Stipulated Preliminary Injunction. Pukke placed the investment in the name of his putative spouse and mother of two of his children, Relief Defendant Angela Chittenden ("Chittenden").

4. Counsel for Remote.com approached the Receiver in early March, 2019 seeking to enter into an agreement to repurchase the outstanding stock held in Chittenden's name. Counsel for Remote.com and its principals advised the Receiver that they were seeking capital for the company and expressed concern that Pukke's and Chittenden's affiliation with the company was creating negative publicity in light of the pending litigation with the Federal Trade Commission and making it hard to find willing investors. Remote.com provided detailed financial information concerning the poor financial condition of the company, including consistent operating losses for several years and drastically declining revenue.

5. After extensive negotiations, the Receiver and Remote.com agreed to a Stock Repurchase Agreement whereby: (a) Chittenden would execute the Stock Repurchase Agreement providing for the repurchase of all shares she holds, including common stock and preferred stock; (b) Remote.com would pay \$150,000 to the Receiver in exchange for the shares, payable

upon execution, and (c) the Receiver would have the sole and exclusive right to the purchase price, on behalf of the receivership estate, with the proceeds becoming property of the receivership estate upon Court approval of the Stock Repurchase Agreement. Pursuant to the Stock Repurchase Agreement, executed on May 6, 2019, Remote.com paid the \$150,000 purchase price to the Receiver immediately thereafter, conditioned upon the Court's approval of the agreement. A true and copy of the executed Stock Repurchase Agreement is attached hereto as Exhibit 1.

6. The cash payment of \$150,000 represents a recovery of 17.2% of the amount paid by the Receivership Entities for the stock. While this represents a significant loss on the investment, it represents an excellent return for the receivership estate given the extremely poor financial condition of Remote.com and the likelihood that equity interests in the company would not receive anything if the company fails.

7. Chittenden has agreed to and executed the Stock Repurchase Agreement, thereby acknowledging that she does not have a beneficial interest in the shares being sold. The stock and these proceeds properly belong to the receivership estate in that all of the funds used to acquire the interest in Remote.com held in Chittenden's name emanate from the Receivership Entities and, in any event, all assets of Pukke's over \$1,000 are property of the receivership estate.

8. The Receiver has determined that the financial condition of Remote.com is extremely precarious given the written financial information which the principals of Remote.com have provided and the fact that the future viability of the company remains highly uncertain. Faced with the possibility that Remote.com may fail as a going concern, in light of ongoing persistent operating losses and the drastic diminution in revenue, in which case no funds would

be returned to the holders of equity interests in the company, the Receiver determined that a cash payment of \$150,000, payable immediately, representing a return of 17.2% of the amounts invested from the Receivership Entities' funds, is a beneficial recovery for the receivership estate.

9. Additionally, the Receiver determined that it would not be wise to delay liquidating this ownership interest because of the precarious financial condition of Remote.com and the uncertainty that anything will be available if the Receiver waited until a final resolution of the underlying action.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 14, 2019 at Sun Valley, California.

  
BRICK KANE

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# EXHIBIT 1

**STOCK REPURCHASE AGREEMENT**

This Stock Repurchase Agreement (this "*Agreement*"), dated as of <sup>May 6</sup> April 6, 2019, is entered into by and between Remote.com, Inc., a Delaware corporation (the "*Company*"), and Angela Chittenden, an individual ("*Seller*").

The parties hereto hereby agree as follows:

1. **Repurchase of Stock.** Upon the terms and subject to the conditions set forth in this Agreement, effective as of the "Effective Date" as defined below at paragraph 10, the Company hereby redeems and purchases from Seller, and Seller hereby sells and delivers to the Company: (i) 1,240,681 shares of the Company's Common Stock and (ii) 1,159,319 shares of the Company's Series Seed Preferred Stock (collectively, the "*Repurchased Shares*"). The aggregate purchase price for the Repurchased Shares is \$150,000 (the "*Purchase Price*"). Concurrently with the execution and delivery of this Agreement, the Company shall pay the Purchase Price in immediately available funds to Robb Evans & Associates LLC, the court-appointed receiver (the "*Receiver*") in the receivership currently pending in the matter captioned In re Sanctuary Belize Litigation, United States District Court for the District of Maryland, Southern Division, Case No.: 18-cv-3309-PJM (the "*Court*"). The Company shall make no other payment with respect to the Shares other than the Purchase Price. Immediately upon the Effective Date, Seller shall deliver all of the Repurchased Shares (together with the related stock powers) to the Company and the Company shall cancel the Repurchased Shares which shall cease to be outstanding and shall be returned to the status of authorized but unissued shares of the Company's common stock.

2. **Representations and Warranties of Seller.** Seller hereby represents and warrants to the Company as follows:

2.1. Subject to Court approval of this Agreement, Seller has the full capacity to enter into this Agreement and to perform the terms and provisions hereof. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity.

2.2. Subject to Court approval of this Agreement, neither the execution and delivery of this Agreement nor compliance with the terms and provisions hereof on the part of Seller will breach any statutes or regulations of any governmental authority, domestic or foreign, or will conflict with or result in a breach of any of the terms, conditions or provisions of any judgment, order, injunction, decree, agreement or instrument to which Seller is a party or by which Seller or Seller's assets may be bound, or constitute a default thereunder or an event which with the giving of notice or passage of time or both would constitute a default thereunder, or require the consent of any person or entity (other than consents obtained on or before the



Effective Date), which, in each of the foregoing cases, would have any material adverse impact on Seller's ability to perform its obligations hereunder.

2.3. Seller owns beneficially and of record, and has good and marketable title to, all of the Repurchased Shares, free and clear of any liens, claims, encumbrances, trusts, pledges, mortgages, options, and other restrictions of any kind or nature whatsoever other than (i) restrictions generally imposed by the securities laws of the United States of America and of the various states and (ii) restrictions set forth in written agreements to which the Seller and the Company are parties. Seller has not granted any third party any rights in the Repurchased Shares. Upon delivery of and transfer to Seller of the Purchase Price, the Company will acquire absolute, good and marketable title to the Repurchased Shares, free and clear of any liens, claims, encumbrances, trusts, pledges, options, mortgages, and other restrictions of any kind or nature whatsoever other than restrictions generally imposed by the securities laws of the United States of America and of the various states.

2.4. Seller acknowledges that she has made the decision to sell the Repurchased Shares for the Purchase Price based upon his independent analysis of the Company and after carefully considering all factors and variables involved. Seller further acknowledges that no representations or warranties have been made by the Company or any other person, including any officers, directors, employees, stockholders, representatives or affiliates of the Company on behalf of the Company regarding the financial and/or business condition or prospects of the Company and that the Company disclaims any responsibility or obligation for disclosure to Seller of any of the Company's future plans or prospects. Seller has had an opportunity to ask questions of and request additional information concerning the Company from representatives of the Company concerning the transactions contemplated by this Agreement and has received all answers and information requested.

2.5. Seller has had a reasonable opportunity to consult with counsel of his own choosing (as well as tax and financial advisors of his own choosing) regarding this Agreement and the transactions contemplated hereby.

3. Property of the Receivership Estate. The Receiver shall have the sole and exclusive right to the Purchase Price, on behalf of the receivership estate, and the Purchase Price shall become the property of the receivership estate as of the Effective Date.

4. Representations and Warranties of the Company. The Company represents and warrants to Seller that the Company has the full power and authority to execute and deliver, and perform its obligations under, this Agreement. The execution and delivery of, and performance of its obligations under, this Agreement have been duly authorized and approved by the Company and do not require any further proceedings to authorize the execution and delivery of, and performance of its obligations under, this Agreement.

5. Successors and Assigns; Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the successors, heirs, and assigns of the parties hereto. This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

6. Jurisdiction. The Court shall retain jurisdiction over all matters related to this Agreement. In the event the Court does not approve this Agreement, the Receiver shall return the Purchase Price in immediately available funds to the Company and the Receiver shall be entitled to the Repurchased Shares.

7. Governing Law. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements, oral, written or otherwise, of the parties hereto with respect of the subject matter hereof. This Agreement may not be changed or amended except in writing signed by the parties hereto.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

10. Effective Date. The Receiver shall, within a reasonable time after execution of this Agreement by all parties hereto, present this Agreement to the Court for its approval. The "Effective Date" of this Agreement shall be the date on which the Court enters an order approving and authorizing the terms of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the Effective Date.

**COMPANY:**

**REMOTE.COM, INC.**

By: Elina Cadouri  
Name: Elina Cadouri  
Its: COO

**SELLER:**

A. Chittler

**Agreed to and acknowledged by:**

**RECEIVER:**

By: \_\_\_\_\_  
Name:  
Its:

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the Effective Date.

**COMPANY:**

**REMOTE.COM, INC.**

By: Elina Cadouri  
Name: Elina Cadouri  
Its: COO

**SELLER:**

[Signature]

Agreed to and acknowledged by:

**RECEIVER:**

By: [Signature]  
Name: Brick Kane  
Its: Deputy to the Receiver

**STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto Remote.com, Inc., a Delaware corporation (the "Corporation"), (i) 1,240,681 shares of the Corporation's Common Stock and (ii) 1,159,319 shares of the Corporation's Series Seed Preferred Stock standing in the undersigned's name on the books of said corporation and does hereby irrevocably constitute and appoint the officers counsel of the Corporation to transfer said stock on the books of the Corporation with full power of substitution in the premises.

Dated: <sup>May</sup> April 16, 2019

  
Name.