IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

ERIC HART,

Plaintiff,

v.

REDCON1, LLC,

Defendant.

_____/

CIRCUIT CIVIL DIVISION

CASE NO. _____

COMPLAINT

COMES NOW, the Plaintiff, ERIC HART, and sues Defendant, REDCON1, LLC, and alleges as follows:

JURISDICTION, VENUE, AND PARTIES

1. This is an action for damages in excess of $50,000.00, exclusive of interest, costs, and attorney's fees.

2. Plaintiff, ERIC HART ("MR. HART"), is a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

3. Defendant, REDCON1, LLC ("REDCON1"), is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

4. Venue is proper in this County because REDCON1 maintains its principal office here and because it is where the cause of action accrued.

5. All conditions precedent to bringing this action have occurred, been performed, or been excused.

6. MR. HART has been forced to employ the undersigned attorneys to enforce his rights in this action and has agreed to pay them their reasonable attorney's fees and costs.

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FACTUAL ALLEGATIONS

7. On July 28, 2022, MR. HART entered into an Employment & Restrictive Covenant Agreement (the "Employment Agreement") with REDCON1, a true and correct copy of which is attached hereto as Exhibit "A."

8. At all relevant times, REDCON1 has employed MR. HART as its President pursuant to the Employment Agreement. MR. HART remains the President of REDCON1 today.

9. Pursuant to Section 3(a) of the Employment Agreement, MR. HART's base salary is $636,000.00 per year, payable no less frequently than monthly.

10. Pursuant to Section 3(d) of the Employment Agreement, REDCON1 is required to pay MR. HART a vehicle allowance of $3,000.00 per month.

11. Pursuant to Section 7(f) of the Employment Agreement, the Employment Agreement may be amended or waived as to MR. HART only by a "written instrument making specific reference to this Agreement signed by Executive."

12. MR. HART has never signed a written instrument amending the Employment Agreement or reducing, suspending, or waiving his compensation.

13. From January 2025 through July 2025, REDCON1 did not pay MR. HART any base salary or vehicle allowance.

14. MR. HART continued to perform his duties as President of REDCON1 throughout that period.

15. In August 2025, REDCON1 resumed paying MR. HART, but at a reduced rate of $325,000.00 per year. REDCON1 did not resume payment of the vehicle allowance.

16. REDCON1 reduced MR. HART's compensation without his written approval.

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17. As of November 30, 2026, REDCON1 owes MR. HART $854,666.67 in unpaid base salary and vehicle allowance. That sum continues to accrue with each pay date on which REDCON1 pays MR. HART less than the Employment Agreement requires, at the rate of $28,916.67 per month.

18. In October 2026, MR. HART demanded payment from REDCON1, both directly and through counsel. REDCON1 has failed to pay.

COUNT I
(Breach of Contract)

19. MR. HART re-alleges paragraphs 1 through 18 above as if set forth in full herein.

20. MR. HART entered into the Employment Agreement with REDCON1 on July 28, 2022. *See* Exhibit "A."

21. At all relevant times, REDCON1 was obligated to perform pursuant to the terms of the Employment Agreement by paying MR. HART his base salary and vehicle allowance.

22. MR. HART has performed his obligations under the Employment Agreement.

23. REDCON1 breached the Employment Agreement by:

a. failing to pay MR. HART any base salary from January 2025 through July 2025, in the sum of $371,000.00;

b. unilaterally reducing MR. HART's base salary beginning in August 2025, resulting in unpaid base salary in the sum of $414,666.67 through November 30, 2026, which continues to accrue with each pay date on which REDCON1 pays MR. HART at the reduced rate; and

c. failing to pay MR. HART the vehicle allowance beginning in January 2025, in the sum of $69,000.00 through November 30, 2026, which continues to accrue each month.

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24. MR. HART has been damaged as a direct and proximate result of REDCON1's breaches of the Employment Agreement.

25. The sums REDCON1 has failed to pay are wages earned by MR. HART as an employee of REDCON1. MR. HART is entitled to recover his reasonable attorney's fees and costs pursuant to section 448.08, Florida Statutes.

WHEREFORE, Plaintiff, MR. HART, demands judgment against Defendant, REDCON1, for damages, including all unpaid base salary and vehicle allowance accrued through the date of judgment, costs, interest, reasonable attorney's fees pursuant to section 448.08, Florida Statutes, and such other relief this Court deems just and proper.

Dated: November 23, 2026.

Respectfully submitted,

By: */s/ Mariana C. Muci*
Mariana C. Muci, Esq., FBN 1011723
BRODSKY FOTIU-WOJTOWICZ, PLLC
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EXHIBIT A

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EMPLOYMENT & RESTRICTIVE COVENANT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into as of July 28, 2022 by and between RedCon1, LLC, a Florida limited liability company ("Company"), and Eric Hart ("Executive").

W I T N E S S E T H :

WHEREAS, Company and Executive desire to enter into this Agreement in order to set forth the terms of Executive's employment with the Company.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. Employment. The Company agrees to employ Executive, and Executive hereby accepts employment with the Company, on an at-will basis (subject to Section 4) upon the terms and conditions as set forth in this Agreement for the period beginning on the date of this Agreement. Any change to the at-will employment relationship must be by a specific, written agreement signed by the Controlling Member of the Company (as defined in the RedCon1 LLC Operating Agreement, dated March 31st, 2021, as may be amended from time to time (the "Controlling Member").

2. Duties.

(a) Duties. During the term of this Agreement, Executive shall serve as the President of the Company and shall have the executive-level duties, responsibilities and authority as are reasonably designated by and subject to the general direction, approval and control of the Controlling Member. Executive's duties shall include, without limitation, the performance of the tasks and items set forth on Exhibit A attached to this Agreement. Executive's responsibilities to communicate to the Controlling Member shall include, without limitation, those responsibilities set forth on Exhibit B attached to this Agreement. The delegation by the Controlling Member of specific responsibilities and authority to the Executive is set forth in the resolutions previously approved by the Controlling Member, which are provided in Exhibit C attached to this Agreement.

(b) Performance. Executive shall report to the Controlling Member and Executive shall devote his commercially reasonable efforts and his full business time, skill, energy and attention to the business and affairs of the Company and its subsidiaries whether currently existing or hereafter acquired or formed. Executive shall (i) perform his duties and responsibilities hereunder faithfully in a diligent, trustworthy, businesslike and efficient manner, and in accordance with the Company's policies and applicable law, (ii) use his commercially reasonable efforts to promote the success of the Company, (iii) not do anything, or permit anything to be done at his direction, inconsistent with his duties to the Company or opposed to its best interests, (iv) not become an officer, director, employee or consultant of any business other than that of the Company or its subsidiaries or affiliated entities, except that Executive may serve on the board of directors (or its equivalent) of noncompetitive, civic or charitable nonprofit entities with the prior written approval by the Controlling Member, which approval shall not be unreasonably withheld, and (v) cooperate fully with the Controlling Member's reasonable requests in the advancement of the best interests of the Company.

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3. Compensation and Benefits.

(a) Base Salary. Executive's base salary shall $636,000 annum ("Base Salary"), which Base Salary shall be payable in regular installments in accordance with the Company's general payroll practices, but in no event less frequently than monthly, and shall be subject to applicable tax withholding and other legally required or approved deductions. President's performance shall be reviewed on an annual basis and the Base Salary shall be subject to increase by mutual agreement by the Controlling Member and Trivest.

(b) Benefits. Subject to eligibility criteria of each benefit program, Executive shall be offered participation in the Company's employee benefit programs that are offered to other executives of the Company. Company shall cover the cost of benefits for Executive and his immediate family consistent with the Company's historical practices. Participation in such benefit programs or plans shall be governed in all respects with the terms of such programs. Nothing in this Agreement shall require the Company to maintain any Company sponsored benefit program or preserve any benefit levels thereunder. The Company reserves the right to amend or terminate any employee benefit program in its sole and absolute discretion in accordance with the program documents and applicable law.

(c) Paid Time Off. Executive be entitled to paid time off in accordance with the Company's paid-time off or vacation policies applicable to the executives of the Company as may be in effect from time to time.

(d) Expenses. The Company shall reimburse Executive for reasonable business and travel expenses incurred by him in connection with the performance of his duties hereunder, in accordance with, and subject to, the Company's regular expense reimbursement policies in effect from time to time and the documentation required in connection therewith. The Company shall also provide (i) reimbursement of Executive's mobile phone expenses, (ii) vehicle allowance of $3,000 per month (subject to applicable tax and withholding), and (iii) reimbursement of gas expenses and tolls incurred for documented work-related travel, in accordance with, and subject to, the Company's regular policies in effect from time to time regarding reimbursement of expenses and the documentation required in connection therewith. For the avoidance of doubt, no personal expenses (unless specified herein in **Section 3(d)**) will be reimbursed, or paid for, by the Company.

(e) Source of Payments. All payments to be made to Executive under this Agreement shall be paid from the Company's general funds. No special or separate fund shall be established, and no other segregation of assets shall be made to assure payment. Neither this Agreement nor any action taken hereunder shall be construed to create a trust of any kind. To the extent that Executive has any right to receive payments from Company under this Agreement, that right shall be no greater than the right of any unsecured creditor of Company.

4. Termination of Employment.

(a) Termination. Subject to the provisions of this Section 4, (i) the Executive may terminate this Agreement at any time, provided that Executive gives the Company written notice of such termination at least 90 days' prior to such termination and (ii) the Company may terminate this Agreement at any time with Cause (as defined below) or without Cause, in each case, with the mutual agreement of the Controlling Member and Trivest.

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(b) Accrued Obligations. With respect to any termination event, Executive shall be entitled to receive (i) all earned and unpaid Base Salary through the date of termination of employment subject to applicable tax and withholding and other required deductions on the Company's regular pay date immediately following the date Executive's employment terminates (the "Separation Date"), (ii) reimbursement of all reasonable business expenses as provided in Section 3(e), for any unreimbursed expenses properly incurred through the date of termination, with such reimbursement to be paid in accordance with the Company's reimbursement procedures but no later than within thirty (30) days following the Separation Date, and (iii) all vested benefits accrued and payable pursuant to the terms of any Company benefit program or plan to which Executive is entitled (the "Accrued Obligations"). Except as otherwise expressly provided in Sections 4(a) through 4(e), upon the date Executive ceases to be employed by the Company (i) all of Executive's rights to Base Salary, incentive bonuses (if any), the car allowance and other benefits provided by the Company (if any) shall cease and (ii) no other compensation or benefits shall be payable by the Company or any of its affiliates.

(c) With or Without Cause. If Executive's employment by the Company is terminated by the Company without Cause (as defined below), this Agreement shall be deemed to be terminated as of the date of the receipt of notification of termination.

(i) *Severance Amount*. In addition to the Accrued Obligations and subject to the Release requirements set forth below, Executive shall be entitled to receive an amount equal to twelve months' of his then Base Salary payable in equal installments in accordance with the Company's regular payroll practices then in effect, but in no event less frequently than monthly, commencing on the first payroll date following the date the Release becomes effective and irrevocable and subject to applicable tax withholding and other required deductions (the "Severance Payments").

(ii) *Release Requirement*. As a condition to receiving the Severance Payments, (A) Executive shall sign and deliver to the Company a release in a form similar to that attached hereto as Exhibit D, which may be amended by the mutual agreement of the Parties (the "Release") within the number of days specified in the Release and (B) the Release shall have become effective and irrevocable within thirty (30) days of Executive's Separation Date (the "Release Effective Date"). In the event that such thirty (30) day period extends into the calendar following the calendar year of Executive's Separation Date, the Severance Payments shall commence with the first payroll date in the second calendar year following the Release Effective Date.

(d) Executive's Resignation. If Executive resigns for any reason, subject to the notice requirements of Section 4(a)(i), then (A) this Agreement shall be deemed to be terminated, in the case of Section (4)(d)(i), as of the date the Executive is notified of the termination, and, in the case of Section 4(d)(ii), as of the date the Executive ceases to be employed by the Company; and (B) Executive shall be entitled to the Accrued Obligations as set forth in Section 4(b).

(e) Death or Disability. If Executive's employment by the Company is terminated due to Executive's death or Disability (as defined below), then (i) this Agreement shall be deemed to be terminated as of the date Executive ceases to be employed by the Company, (ii) Executive (or Executive's beneficiaries or estate) shall be entitled to the Accrued Obligations as set forth in Section 4(b); and (iii) subject to the Release requirements in Section 4(c)(ii) (executed by Executive or Executive's beneficiaries or estate if applicable) Executive shall be entitled to receive any unpaid but earned incentive bonus (if any) subject to withholding and other appropriate

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deductions, such unpaid incentive bonus to be paid at such time such incentive bonus (if any) would have been paid to Executive had his employment not been terminated.

(f) Cause. For purposes of this Agreement, "Cause" shall mean

(i) Executive being convicted for the commission of any crime involving theft, fraud or moral turpitude, if committed outside the course of performing services for the Company;

(ii) Executive's intentional and material act(s) of disloyalty, dishonesty, fraud or breach of fiduciary duty to the Company;

(iii) Executive's material breach of this Agreement provided that Executive shall have been given written notice of such breach and shall have failed to cure such breach within thirty (30) days after receiving such written notice;

(iv) Re porting to work intoxicated or under the influence of illegal drugs;

(v) failure to comply with the material policies, procedures and guidelines of the Company (including but not limited to the Company's policies prohibiting harassment of any kind and discrimination);

(vi) substantial and repeated failure to perform duties as reasonably directed by the Controlling Member that is not cured to the Controlling Member's reasonable satisfaction within 30 days after written notice thereof to Executive, to the extent that such breach is capable of being cured;

(vii) Executive's gross negligence or willful misconduct in connection with the performance of his duties hereunder, provided that Executive shall have been given written notice of such gross negligence or willful misconduct and shall have failed to cure such breach within thirty (30) days after receiving such written notice.

(g) Disability. For purposes of this Agreement, Executive will be deemed to have a "Disability" if, for physical or mental reasons, Executive is unable to perform Executive's duties under this Agreement for 90 consecutive days, or 180 days during any 12-month period. The Disability of Executive will be determined by a medical doctor selected by the Company in its good faith judgment, subject to a second opinion at the request and selection of Executive in his good faith judgment. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this clause, and Executive hereby authorizes the disclosure and release to the Company of such determination. If Executive is not legally competent, Executive's legal guardian or duly authorized attorney in fact will act in Executive's stead for the purposes of submitting Executive to the medical examinations, and providing the authorization of disclosure, required under this clause. The Company will be responsible for all costs associated with the medical examinations that may be required under this Section 4(g).

(h) Resignation as Officer and Director. Upon a termination of employment for any reason, Executive shall resign each position that Executive then holds as an officer or director of the Company. Executive's execution of this Agreement shall be deemed the grant by Executive to the officers of the Company of a limited power of attorney to sign in Executive's name and on Executive's behalf any such documentation as may be required to be executed solely for the limited purposes of effectuating such resignations.

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5. Compliance with Code Section 409A.

(a) General. It is the intention of both the Company and Executive that the benefits and rights to which Executive could be entitled pursuant to this Agreement comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder ("Section 409A"). To the extent that the requirements of Section 409A are applicable thereto, the provisions of this Agreement shall be construed in a manner consistent with that intention. If Executive or the Company believes, at any time, that any such benefit or right that is subject to Section 409A does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A (with the most limited possible economic effect on Executive and on the Company). Notwithstanding the foregoing, the Company shall have no liability with regard to any failure to comply with Section 409A so long as it has acted in good faith with regard to compliance therewith.

(b) Distributions on Account of Separation from Service. If and to the extent required to comply with Section 409A, any payment or benefit required to be paid under this Agreement on account of termination of Executive's employment or service (or any other similar term) shall be made only in connection with a "separation from service" with respect to Executive within the meaning of Section 409A.

(c) No Acceleration of Payments. Neither the Company nor Executive, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(d) Separate Payments. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which Executive is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(e) Expense Reimbursements. Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense or reimbursement provided pursuant to this Agreement does not constitute a "deferral of compensation" within the meaning of Section 409A, (i) the amount of expenses eligible for reimbursement provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year, (ii) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit and (iv) the reimbursements shall be made pursuant to objectively determinable and nondiscretionary Company policies and procedures regarding such reimbursement of expenses. Reimbursement of expenses referred to in Section 105(b) of the Code shall not fail to meet the requirement of this paragraph solely because such reimbursements may provide for a limit on the amount of expenses that may be reimbursed under such arrangements over some or all of the period in which such reimbursement arrangements remain in effect.

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6. Certain Additional Matters and Restrictive Covenants.

(a) Confidential Information. Except as provided below, Executive will not disclose or use for Executive's own benefit any Confidential Information. Executive is permitted to disclose Confidential Information to the extent, but only to the extent, (i) reasonably necessary for Executive to perform Executive's duties as an employee, officer, or director of the Company or (ii) required by law or court order; provided that before making any disclosure of Confidential Information required by law or court order, Executive will notify Company of Executive's intent to make such disclosure (unless prohibited by applicable law), and Company will have the right to participate with Executive in determining the amount and type of Confidential Information, if any, that must be disclosed in order to comply with applicable law or court order. Promptly after Executive's termination of employment for any reason, Executive or Executive's personal representative will return to Company any Confidential Information that is in tangible form and that is then in Executive's possession. 18 U.S.C. § 1833(b) provides:

> "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(b) As used herein, "Confidential Information" means all information concerning or related to the business, operations, financial condition, or prospects of Company regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and specifically includes (i) all information regarding the officers, directors, employees, equityholders, customers, suppliers, distributors, sales representatives, and licensees of Company, in each case whether past, present, or prospective, (ii) all inventions, discoveries, trade secrets, specifications, processes, techniques, methods, formulae, ideas, and know-how of Company and (iii) all financial statements, audit reports, budgets, pricing structures and margins, and business plans or forecasts of Company; provided that Confidential Information does not include (x) information that is or becomes generally known or available to the public through no act or omission of Executive and (y) information that has been or hereafter is lawfully obtained by Executive from a source other than Company (or its officers, directors, employees, equityholders, or agents) so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to Company at the time such Confidential Information was or is disclosed to Executive. The foregoing definition applies equally to information currently in the possession of or known by Executive and information that will be created by or provided to Executive after the execution of this Agreement

(c) Inventions and Patents. Executive agrees that all "work" of Executive including without limitation, inventions, innovations, ideas, contributions, discoveries or

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improvements related to the Company's or any of its subsidiaries' or affiliates' business or methods of conducting its actual or anticipated business (including new contributions, improvements, ideas, and discoveries, whether patentable or not), conceived or made by Executive during Executive's employment with the Company belong to the Company, as "work made for hire" under and as defined in the Copyright Act of 1976, 17 U.S.C. §1 et seq. To the extent all rights to any work of the Executive (including any and all intellectual property rights therein or thereto) does not automatically vest exclusively in the Company by operation of law, Executive hereby irrevocably assigns to the Company or its designee all of Executive's right, title, and interest in and to any such work of the Executive (including any and all intellectual property rights therein or thereto). Executive will promptly disclose to the Controlling Member all work of the Executive and will execute all such documents and instruments as the Controlling Member may reasonably determine are necessary or desirable in order to give effect to the preceding sentence or to preserve, protect, or enforce the rights of the Company with respect to any work of the Executive.

(d) Noncompetition. Without the prior written consent of the Company and the provision of services for the Company, the Operating Company, and their Affiliates, during the term of this Agreement and for a period of twelve months from and after the date on which Executive ceases to be an employee of the Company (the "Restricted Period"), Executive will not, directly or indirectly:

(i) engage in any Sports Nutrition Company in North America

(ii) own, be employed by, manage, operate provide financing to, consult with, or otherwise render services to or participate in any person who is engaged in any competing Sports Nutrition business in North America, or has offered or offers any Sports Nutrition products or services (collectively, the "Restricted Business"), anywhere in North America (the "Restricted Area"), or

(iii) own, be employed by, manage, operate provide financing to, consult with, or otherwise render services to or participate with, any customer of the Company that provides services or products in the Restricted Business (A) anywhere in the Restricted Area or (B) otherwise has a presence in the Restricted Area; provided that Executive will not be in violation of the foregoing solely by reason of Executive's passive ownership of not more than five percent (5%) in the aggregate of the equity securities of any class of any issuer to the extent such equity interests are registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended, and are listed or admitted for trading on any United States national securities exchange or on any system of automated dissemination of quotations of securities prices in common use, so long as Executive is not a member of any "control group" (within the meaning of the rules and regulations of the SEC) of any such issuer.

(e) Non-Solicitation.

(i) Without the prior written consent of the Company, during the Restricted Period, Executive will not, directly or indirectly, (A) call upon, solicit or provide services to, any customer or client Company in order to induce or attempt to induce any such customer or client to reduce the amount of business that it does (or, but for such solicitation, would do) with the Company and its affiliates, (B) solicit, recruit or induce any employee, distributor, sales representative, agent or contractor of Company to terminate his or her employment or other relationship with Company, or (C) hire, retain or engage any such employee, distributor, sales representative, agent, or contractor, or take any

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action to materially assist or aid any other person in identifying, hiring, retaining or soliciting any such employee, distributor, sales representative, agent, or contractor. An employee of the Company will be deemed covered by this Section while so employed or retained and for 12 months thereafter.

(ii) Executive further agrees that Executive will not disclose his intent to terminate his employment with the Company to any employee of the Company or any of its subsidiaries or affiliates (other than to employees who are family members of Executive) prior to the earliest to occur of either the date on which Executive's employment with the Company terminates or the date on which the Company provides notice to all other employees of Executive's termination of employment with the Company.

(iii) Executive agrees that, during the Restricted Period, if an employee of the Company or any of its subsidiaries or affiliates, or an individual who was an employee of the Company or any of its subsidiaries or affiliates at the time Executive ceases to be an employee of the Company, contacts Executive about prospective employment, Executive will inform such employee or former employee Executive cannot discuss the matter further and will immediately notify the Controlling Member of the contact from the employee or former employee.

(iv) Further, Executive agrees that, during the Restricted Period, if a former employee of the Company or any of its subsidiaries or affiliates contacts Executive about (i) any business matter involving the Company or any of its subsidiaries or affiliates, or (ii) any matter, including, without limitation, prospective employment involving the former employee's current business, Executive will inform the former employee that Executive cannot discuss the matter further and will immediately notify the Controlling Member of the contact from the former employee.

(f) Non-Solicitation of Others. Without the prior written consent of the Company, except with respect to ownership in Affinity Holding Corporation and the provision of services for the Company, the Operating Company, and their Affiliates, during the Restricted Period, Executive will not, directly or indirectly, (i) solicit, call on, or transact or engage in any business activity related to the Restricted Business with (or attempt to do any of the foregoing with respect to) any distributor, vendor, supplier, or agent with whom the Company or any of its subsidiaries or affiliates shall have dealt, or that the Company or any of its subsidiaries or affiliates shall have actively sought to deal, at any time during the two year (2) period immediately preceding the date on which Executive ceases to be an employee of the Company, for or on behalf of Executive or any other person or entity (other than the Company or any of its subsidiaries or affiliates), provided that Executive shall not be prohibited from purchasing, for a purpose not prohibited by Section 6(b), retail goods that are offered to the general public; or (ii) encourage any such distributor, vendor, supplier, or agent to cease, in whole or in part, its business relationship with the Company or any of its subsidiaries or affiliates.

(g) Non-Disparagement. Each party hereto agrees that it will never (both during and after the term of this Agreement) make or publish any statement or communication which is or could be construed as disparaging, negative or unflattering with respect to the other party hereto and/or its direct or indirect shareholders, officers, directors, employees, agents, affiliates, customers, clients or financial or credit institutions, as applicable.

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(h)Upon the sale of the Company, by merger, acquisition or otherwise, the Restrictive Covenants set forth in Section shall automatically terminate without any action required by the Parties.

(i) Covenants Reasonable and Independent. Executive acknowledges and agrees that the covenants provided for in Sections 6(a) through (g) are reasonable and necessary in terms of scope, duration, area, line of business, and all other matters to protect the Company's and its subsidiaries' and affiliates' legitimate business interests, which include, among other, protecting (i) valuable confidential business information; (ii) substantial relationships with Clients; and (iii) goodwill with Clients, employees, distributors, suppliers, and vendors associated with their respective businesses. All the covenants in this Agreement are intended by each party hereto to, and will, be construed as an agreement independent of any other provision in this Agreement.

(j) "Blue-Pencil" Provision. To the extent that any of the provisions contained in Sections 6(a) through (f) may later be adjudicated by a court to be too broad to be enforced with respect to such provision's scope, duration, area, line of business, or any other matter, such provision shall be deemed amended by limiting and reducing such provision's scope, duration, area, line of business, or other matter, as the case may be, so as to be valid and enforceable to the maximum extent compatible with the applicable laws of such jurisdiction and Sections 6(a) through (f) as drafted, such amendment only to apply with respect to the operation of such provision in the applicable jurisdiction in which such adjudication is made.

7. Miscellaneous.

(a) Company Policies. Executive acknowledges and agrees that he will comply with and abide by all applicable Company policies and procedures as such policies and procedures may be revised from time to time.

(b) Return of Company Property. Executive shall deliver to the Company, in the event Executive ceases to be employed by the Company for any reason (including termination, resignation, death or Disability), or at any other time the Company may request, all equipment, files, property, confidential information, work product, memoranda, notes, plans, records, reports, computer tapes, printouts and software and other documents and data (and all electronic, paper or other copies of any of the foregoing) belonging to the Company or any subsidiary or affiliate thereof, which Executive may then possess or have under Executive's control. To the extent that the Company or one of its subsidiaries or affiliates has provided Executive with a computer, phone and/or any other technology or equipment (not including any of the foregoing owned by Executive, even if the Company reimbursed Executive for some or all applicable expenses) in his capacity as an employee or officer of the Company, Executive shall immediately return such items to the Company upon the cessation of his employment with the Company for any reason. Executive agrees that his final paycheck will not be delivered to him until such items are returned to the Company.

(c) Cooperation. Executive will cooperate with all reasonable requests by the Company for assistance in connection with any investigations or legal proceedings involving the Company (or any subsidiary or affiliate thereof) and related to Executive's employment period with the Company, including by providing testimony in person in any such investigations or legal proceeding without having to be subpoenaed; provided, however, that the foregoing shall not apply to any investigation or legal proceeding involving disputes between Executive and the Company (or any subsidiary or affiliate thereof) arising under this Agreement or any other agreement. If such cooperation is required following the date on which Executive ceases to be an employee of the

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Company, then the Company shall reimburse Executive for all reasonable out of pocket expenses incurred by Executive in rendering such services that are approved by the Company.

(d) Key Person Insurance. Executive shall reasonably cooperate in all respects with the Company in the event that the Company seeks to obtain and/or maintain key person insurance with respect to Executive. Company will be responsible for all costs associated with such key person insurance.

(e) Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then three business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

(i) If to the Company:

RedCon1, LLC
Attention: Jonathan Manfre, Chief Legal Officer
701 Park of Commerce Blvd
Boca Raton, FL 33487

(ii) If to Executive, to the address of Executive set forth on the signature page hereto.

(iii) Either party hereto may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either party hereto may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

(f) Entire Agreement; Amendments and Waivers. This Agreement (including any schedules and exhibits hereto) represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and fully supersedes any and all prior agreements and understandings whether written or oral related thereto. This Agreement may only be amended, supplemented or changed, and any provision of this Agreement can be waived, only by written instrument making specific reference to this Agreement signed by Executive, in the case of an amendment, supplement, modification or waiver sought to be enforced against Executive, or the Company, in the case of an amendment, supplement, modification or waiver sought to be enforced against the Company. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise of this Agreement or the exercise of any other right, power or remedy.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one

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and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means shall be effective as delivery of a manually executed counterpart to the Agreement.

(h) Construction. The parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

(i) Binding Effect; Assignment; Third-Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not be assigned by any party, and no party's obligations hereunder, or any of them, shall be delegated, without the consent of the other parties; provided that the Company may collaterally assign this Agreement to any lender of the Company. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. There shall be no third party beneficiaries of this Agreement except as expressly provided herein.

(j) Representation by Executive. Executive represents and warrants to the Company that, except with respect to any agreement between Executive and the Company or any of the Company's affiliates, he is not (and that he shall not become) a party to any agreement containing a non-competition provision or other restriction with respect to (i) the nature of any services or business that he is entitled or required to perform or conduct for the Company under this Agreement, or (ii) the disclosure or use of any information that directly or indirectly relates to the nature of the business of the Company or the services to be rendered by Executive under this Agreement. Executive further represents and warrants that the execution, delivery and performance of this Agreement by Executive does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which Executive is bound. Executive agrees not to enter into any agreement that would be inconsistent with any of the terms or conditions of this Agreement.

(k) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

(l) Choice of Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the state of Florida without regard to conflicts of laws principles thereof and all questions concerning the validity and construction of this Agreement shall be determined in accordance with the laws of such state. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN PALM BEACH COUNTY, FLORIDA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREES, ON BEHALF OF ITSELF AND ON BEHALF OF SUCH PARTY'S SUCCESSORS AND ASSIGNS, THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND

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IRREVOCABLY WAIVES ANY OBJECTION SUCH PERSON MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

(m) Dispute Resolution. In the event of any dispute arising out of, or in connection with, this Agreement, the parties hereto shall negotiate in good faith to resolve such dispute. If the parties fail to resolve such dispute within thirty (30) days following the commencement of such good faith negotiations, either party may bring a claim to resolve such dispute in the jurisdiction and venue set forth in Section 7(l).

(n) Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT, THE RELATED DOCUMENTS OR THE RELATIONSHIP ESTABLISHED UNDER THIS AGREEMENT.

(o) Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that, subject to Section 7(m), any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

(p) No Conflict with Buy-Sell Agreement. The parties hereto acknowledge and agree that nothing in this Agreement shall be construed to modify or supersede the terms of that certain Buy-Sell Agreement, dated as of April 16, 2019, as amended from time to time, by and between the Company, Esheah, LLC, a Florida limited liability company, Executive and Erin Hart (the "Buy-Sell Agreement"). To the extent this Agreement conflicts with any of the terms of the Buy-Sell Agreement, the terms and provisions of the Buy-Sell Agreement shall control. For the avoidance of doubt, Executive shall retain his ownership interest and drag along/tag along rights as set forth in the Buy-Sell Agreement.

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

COMPANY:

REDCON1, LLC

By:_____
Name:
Title:

EXECUTIVE:

_____
Eric Hart

Address for Notices:

_____

_____

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Exhibit A

Duties

The President shall have the following duties (which the Controlling Member has the right to increase, decrease or otherwise modify in its reasonable discretion and in consultation with the Executive) and shall have primary oversight responsibilities over the Company to ensure that the following duties are satisfactorily completed:

1. Strategic leadership and direct accountability for and management of the Company's performance, including but not limited to: product development & compliance, supply chain, wholesale sales initiatives, and ordinary course operations
2. Hiring, training and developing key personnel
3. Managing relationships with wholesale customers, contract manufacturers and other strategic customers and partners
4. Reviewing from time to time the Company's business insurance needs and the health, welfare & other benefits plans for the Company's employees
5. Overseeing various aspects of organic growth initiatives including:
    a. All aspects of the Company's sales organization, DTC demand generation, distributor & reseller accounts, and retailer accounts
    b. Expanding manufacturing relationships and setting up infrastructure for incremental production capacity, including the recruitment and on-boarding of additional personnel as necessary
    c. Cultivating new relationships with retailers and other strategic revenue generating customers or partners
    d. Identifying and pursuing new business lines and/or other new revenue generating opportunities
6. Developing & monitoring key performance indicators for all sales channels
7. Overseeing various aspects of potential acquisition growth initiatives including:
    a. Assisting in the development of a pipeline of acquisition targets and the evaluation and due diligence of prospective acquisition targets
    b. Assisting with the integration of potential acquisition targets, particularly as it relates to personnel, on-boarding and integration, insurance & benefits plans, sales strategies, and realizing operational and revenue synergies
8. Overseeing implementation of Risk Management strategies and initiatives in concert with the Trivest's Portfolio Support Group. To include oversight of the management team's duties & responsibility pertaining to: Cash Control Policies/ Updated Executive Handbooks and implementing policies to create safe work environments for the Company's employees and independent contractors.

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9. Strategic leadership and oversight for the management team's duties & responsibilities related to the Company's accounting and management of IT functions

10. Oversight on the Chief Financial Officer's ("CFO") duties & responsibilities in managing the budget process and providing recurring updates and reports to the Controlling Member, including P/L and cash flow forecasts and variance analyses

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Exhibit B

Communication Responsibilities

1. As directed by the Controlling Member the President of the Company ("Executive"), will be responsible for providing the following:

(a) The Company's annual budget including monthly income statements, balance sheets and cash flow statements, and an estimated capital expenditure budget; and

(b) The Company's consolidated monthly financial statements and a draft and annual audited financial statements.

2. The Executive will establish and administer monthly informational conference calls with the Controlling Member and the advisory board members ("Trivest") and establish and help facilitate meetings of all Members of the Company at least three (3) times per year.

3. The Executive will provide or cause other members of management to communicate with the Members of the Company the following items and information at the times indicated below:

(a) Weekly President's Update (a brief communication of positive and negative things that occurred in the business in the week just completed with basic key performance indicators if readily available);

(b) Weekly cash and debt report (Trivest to provide sample);

(c) operating results, including management's analysis of key operating metrics, in writing, on a monthly basis;

(d) Update on, and reconciliation to the annual budget and projected capital expenditures, monthly;

(e) A monthly report detailing any changes in reserves in excess of $100,000;

(f) Independent accountant's draft and final management letters, annually;

(g) Status of material tax matters as they arise. Other tax matters annually;

(h) Status of material legal matters in excess of US$25,000 of potential losses to the Company and for which no insurance is available, as such matters arise. Other legal matters quarterly. The Executive will notify the Members of the Company immediately upon the receipt of notification of material litigation. The Controlling Member must approve all claims, settlements or awards arising from litigation;

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(i) Compensation plan for all officer-level employees and approval of any profit participation plan or bonuses linked to EBITDA and/or debt pay-down, annually;

(j) Executive health, welfare and benefit programs, annually;

(k) Update on advertising programs, if any, annually;

(l) Report on competitive issues, quarterly;

(m) Update on information systems and a risk management plan implemented by the Executive, quarterly; and

(n) Any termination of a senior executive or senior sales person, promptly after termination.

4. The Executive will submit his expense reports to the Controlling Member for approval. Said expense report will be prepared consistent with the reimbursement policies in place for the Executive's direct reports with such deviations as agreed to by the Controlling Member. The scope of the annual audit will include a review of the Company's expense report reimbursement policy.

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Exhibit C

Controlling Member Delegation

WHEREAS, the Company desires to clearly state the responsibilities and authorities of the Controlling Member and the Executive (as defined on Exhibit B).

RESOLVED, that the authorities, duties and responsibilities for the Company are delegated by and among the Controlling Member and the President as set forth below.

A. The authority to approve or disapprove of the following matters (among others) shall be governed by the terms of the Company's Operating Agreement, as amended and then in effect, and the President shall seek such approvals or disapprovals in accordance therewith: :

1. Approval on an annual basis for the upcoming year:

   (a) The Company's budget presented by the Executive, including monthly income statements, balance sheet and cash flow statement, and the capital expenditure budget; and

   (b) The Company's consolidated monthly financial statements and a draft and annual audited financial statements.

2. Selection of:

   (a) Corporate counsel;

   (b) Independent auditor;

   (c) The principal banking institutions with which the Company maintains deposit, borrowing or other relationships:

      (i) Any amendment or alteration of the borrowing authority of the Company or renegotiation, prepayment of or amendment to any lending arrangement; and

      (ii) Approval of authorized signatures and signing authorities on all bank accounts for check signing, money transfer authorities, etc.

   (d) Any investment banking institution; and

   (e) Any outside consultants with a contract value in excess of US$100,000;

4. Any transaction involving:

   (a) The sale or purchase of the Company's equity;

   (b) The sale of any equity of a subsidiary;

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(c) The acquisition, unless as part of an approved capital expenditure program, of the stock or assets of another company;

(d) Loans to employees, or other individuals or companies, limited to two weeks' salary, not to exceed US$5,000 per individual or US$50,000 in the aggregate at any time;

(e) Opening of any letters of credit;

(f) The declaration and payment of dividends;

(g) Any other non-ordinary course payment (including the settlement of litigation or claims) in excess of US$100,000; and

(h) Any hiring or termination of department heads or officers of the Company;

5. Changes to compensation programs of any employees at or above the level of department head and/or any other employees (excluding commissioned salesman) with salaries in excess of US$100,000;

6. Election of any officers and employment or appointments to the level of Vice Presidents or above;

7. Any change in employee benefit plans with an annual aggregate cost increase in excess of US$50,000;

8. Any Company-wide salary increases that have an annual cost in excess of the prior year's cost of living increase;

9. Any amendment of any Stockholders Agreement, Articles or Operating Agreement of the Company or any subsidiary;

10. Annual incentive compensation plans and any individual or collective incentive and bonus awards which would exceed or alter the annual plan;

11. Stock option plans and all stock option or other equity-linked awards;

12. Establishment of new businesses, new product lines and formation of subsidiaries; and

B. Subject to Section A above, and the specific duties enumerated in Exhibits A and B to the Agreement, the Controlling Member delegates to the Executive the authority to act upon the following:

1. Capital expenditures within the budget for the full amount of projects detailed in the budget;

2. Any Capital expenditures not in the Capital Budget up to US$25,000 per project;

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3. Disposal of assets (not including inventory sold in the ordinary course of business) with a book or fair market value of no more than US$25,000 per transaction;

4. Lease of real or personal property as lessee, with a total commitment not in excess of US$100,000;

5. Administration of the compensation program for all employees;

6. Administration of the employee health, welfare and benefit program including approval of changes with an aggregate annual cost up to US$100,000; and

7. Approval of expense reimbursement requests submitted by the Executive's direct reports.

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Exhibit D

Release

This General Release Agreement (the "Release" or "Agreement") is effective as of the date provided for in Section 1 below, and is made by and between _____ ("Executive"), pursuant to Executive's Employment Agreement dated as of [DATE] (the "Employment Agreement") to which this document is attached, and Redcon1 LLC, a Florida Limited Liability Company (the "Company"). This Release is entered into in light of the fact that Executive's employment with the Company will terminate and Executive will be eligible to receive the Severance Payments pursuant to Section 4(c) of the Employment Agreement.

1. Separation Date. Executive's last day of employment with the Company shall be [DATE] (the "Separation Date"). As of the Separation Date, Executive hereby resigns as an officer of Company and all related entities and affiliates for which Executive serves as an officer.

2. Eligibility. To receive the Severance Payments as set forth in the Employment Agreement, Executive must fully and effectively execute and return this Release to the attention of [NAME] no later than [DATE], and the Release must become effective and irrevocable no later than [DATE]

3. Consideration. In consideration for the payment of Severance Payments, Executive agrees to the terms and provisions set forth in this Release.

4. Acknowledgements. Executive acknowledges as follows:

(a) Consideration. I acknowledge and agree that the Release Payments are provided in consideration for this Release and I am not otherwise entitled such amounts.

(b) No Reliance. I further acknowledge and agree that except as provided herein (i) no promise or inducement has been offered for entering into this Release ; (ii) this Release is executed without reliance upon any statement or representation of the Company or its representatives concerning the nature and extent of any claims or liability therefor, if any; (iii) I am legally competent to execute this Agreement and accepts full responsibility therefor; and (iv) the Company has advised me to consult with an attorney, and I have had a sufficient opportunity to consult with an attorney.

(c) All Compensation, Leaves and No Claims. In addition, I hereby represent that as of the date of this Release, (i) I have been paid all compensation owed and for all hours worked, (ii) I have received all the leave and leave benefits and protections for which I am eligible pursuant to the Company's policies or any applicable law, (iii) I have received reimbursement for all business related expenses, (iv) I have not suffered any on the job injury or illness for which I have not already filed a workers' compensation claim and (v) I have not raised a claim of sexual harassment or abuse with the Company.

5. Release. I, _____, do hereby irrevocably and unconditionally release and forever discharge RedCon1, LLC, a Florida limited liability company, and each of its parent companies, subsidiaries, each of the respective direct and indirect equity owners of any of the foregoing, each of the respective affiliates of any of the foregoing, and each of the past, present and future respective officers, directors, members, managers, partners, equity owners, employees, representatives and agents of any

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of the foregoing (collectively, the "Releasee", Releasee from any and all claims, demands or liabilities whatsoever, whether known or unknown or suspected to exist by me, which I ever had or may now have against any Releasee, from the beginning of time to the Effective Date (as defined below), including, without limitation, any claims, demands or liabilities, arising from or in any way related to circumstances or events arising out of my employment by the Company, including without limitation, harassment, retaliation, wrongful termination, constructive discharge, breach of express or implied contract, unpaid wages, benefits, attorneys' fees or pursuant to any federal, state, or local employment laws, regulations, or executive orders prohibiting inter alia, age, race, color, sex, national origin, religion, handicap, veteran status, and disability discrimination and claims arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974 (other than for vested benefits under the terms of a Company sponsored benefit plan), the Americans with Disabilities Act of 1990 and any similar state statute or any state statute relating to employee benefits or pensions. EMPLOYEE ALSO SPECIFICALLY AGREES AND ACKNOWLEDGES THAT EMPLOYEE IS WAIVING ANY RIGHT TO RECOVERY AGAINST RELEASEES BASED ON STATE OR FEDERAL AGE, SEX, PREGNANCY, RACE, COLOR, NATIONAL ORIGIN, MARITAL STATUS, RELIGION, VETERAN STATUS, DISABILITY, SEXUAL ORIENTATION, MEDICAL CONDITION OR OTHER ANTI-DISCRIMINATION LAWS, INCLUDING, WITHOUT LIMITATION, TITLE VII, THE AMERICANS WITH DISABILITIES ACT, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE FAMILY MEDICAL RIGHTS ACT, OR THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, ALL AS AMENDED, WHETHER SUCH CLAIM BE BASED UPON AN ACTION FILED BY EMPLOYEE OR A GOVERNMENTAL AGENCY.

6. **This Release does not waive rights or claims (i) that may arise after the Effective Date, including under (A) Section 4 of my Employment Agreement with RedCon1, LLC (the "Employment Agreement"), (B) under my Subscription, Stockholders' and Company Protections Agreement with Affinity Holding Corporation, dated June 19, 2020, or (C) under that certain Membership Interest Purchase and Contribution Agreement, dated June 19, 2020, or (ii) that may not be waived as a matter of law.** I fully understand that if any fact with respect to which this Release is executed is found hereafter to be other than or different from the facts believed by me to be true, I expressly accept and assume the risk of such possible difference in fact and agree that the release set forth herein shall be and remain effective notwithstanding such difference in fact. I acknowledge and agree that no consideration other than as provided for by the Employment Agreement has been or will be paid or furnished by any Releasee for my services or this release.

7. No Interference with Rights. Notwithstanding any language to the contrary in this Release, this Release does not prevent Executive from: (a) disclosing information about potentially illegal conduct; (b) disclosing information about working conditions or wages under Florida law; (c) disclosing information or engaging in lawful conduct and other activity identified the Defend Trade Secrets Act; or (d) testifying or providing information in an administrative, legislative, or judicial proceeding concerning alleged illegal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company. This Release also does not (f) limit or affect Executive's right to challenge the validity of this Release under the Age Discrimination in Employment Act of 1967 ("ADEA") or the Older Workers Benefit Protection Act of 1990 ("OWBPA"); (g) prevent Executive from communicating with, filing a charge or complaint with; providing documents or information voluntarily or in response to a subpoena or other information request to; or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws, or Executive responding to a subpoena or discovery request in court litigation or arbitration, or (h) limit Executive from exercising rights under Section 7 of the NLRA to engage in protected, concerted

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activity with other employees, although by signing this Release, Executive is waiving rights to individual relief (including backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Executive or on Executive's behalf by any third party, except for any right Executive may have to receive a payment or an award from a government agency (and not the Company) for information provided to the government agency or otherwise where prohibited.

Further, nothing in this Release is intended to waive claims (i) for unemployment or workers' compensation benefits, (ii) for vested rights under ERISA-covered employee benefit plans as applicable on the date Executive signs this Release, (iii) that arise after Executive signs this Release, or (iv) which cannot be released by private agreement.

This Release does not extend to (i) any rights to indemnification Executive may have pursuant to applicable law, or (ii) any obligations owed to Executive pursuant to this Release.

8. Covenant Not to Sue. I covenant and agree never, individually or with any person or in any way, to commence, aid in any way, prosecute or cause or permit to be commenced or prosecuted against any Releasee any action or other proceeding, including, without limitation, an arbitration or other alternative dispute resolution procedure, based upon any claim, demand, cause of action, obligation, damage, or liability that is the subject of this Release. I represent and agree that I have not and will not make or file or cause to be made or filed any claim, charge, allegation, or complaint, whether formal, informal, or anonymous, with any governmental agency, department or division, whether federal, state or local, relating to any Releasee in any manner, including without limitation, any Releasee's business or employment practices. I waive any right to monetary recovery should any administrative or governmental agency or entity pursue any claim on my behalf.

9. Arbitration. Executive and the Company agree that any dispute, controversy or claim arising hereunder or in any way related to this Release, its interpretation, enforceability, or applicability, or relating to Executive's employment, or the termination thereof, that cannot be resolved by mutual agreement of the parties shall be submitted to binding arbitration. This includes, but is not limited to, alleged violations of federal, state and/or local statutes, claims based on any purported breach of duty arising in contract or tort, including breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, violation of any statutory, contractual or common law rights, but excluding workers' compensation, unemployment matters, or any matter falling within the jurisdiction of the state labor commissioner. The parties agree that arbitration is the parties' only recourse for such claims and hereby waive the right to pursue such claims in any other forum, unless otherwise provided by law. Any court action involving a dispute which is not subject to arbitration shall be stayed pending arbitration of arbitrable disputes. In the event of any dispute arising under or including any provisions of this Agreement, the Company and Executive agree to submit the dispute to binding arbitration in accordance with the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq. Disputes between the parties that may not be subject to a pre-dispute arbitration agreement as provided by an Act of Congress are excluded from the coverage of this provision. Executive and the Company agree that the arbitrator shall have the authority to issue provisional relief. Executive and the Company further agree that each has the right, to apply to a court for a provisional remedy in connection with an arbitrable dispute so as to prevent the arbitration from being rendered ineffective. Any demand for arbitration shall be in writing and must be communicated to the other party prior to the expiration of the applicable statute of limitations.

10. Indemnification. Executive agrees to indemnify and hold each Releasee harmless from and against any and all claims, including each Releasee's court costs and attorneys' fees, arising from or in connection with any claim, action, or other proceeding made, brought, or prosecuted, or caused or permitted to be commenced or prosecuted, by Executive, Executive's successor(s), or assign(s) contrary

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to the provisions of this Release. It is further agreed that this Release shall be deemed breached and a cause of action accrued thereon immediately upon the commencement of any action contrary to this Release, and in any such action this Release may be pleaded by the Releasees, or any of them, both as a defense and as a counterclaim or cross-claim in such action.

11. Important General Provisions. If any provisions of this Release is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions of this Release, and the provision held to be invalid or unenforceable shall be modified by the court finding such provisions invalid or unenforceable so that as revised the provision shall comply with the original terms and intent as nearly as possible and in such revised form shall be valid and enforceable. The provisions of this Release shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, both substantive and remedial. **The undersigned hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of or related to this Release.**

12. Right to Consult Attorney. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED, IN WRITING, TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS RELEASE.

13. Voluntary Agreement. Executive understands, agrees, and acknowledges that:

(a) Executive has carefully read and fully understands all of the provisions of this Release;

(b) Executive is permitted twenty-one (21) days within which to consider this Release before executing it and if Executive executes this Release in fewer than twenty-one (21) days, Executive has freely and knowingly waived the remainder of this time period;

(c) If Executive signs and returns this Release in fewer than twenty-one (21) days (and does not revoke the Release), Executive may start to receive Release Severance sooner;

(d) Changes made to this Release, whether material or immaterial, do not restart the twenty-one (21) day consideration period;

(e) Executive is, through this Release, releasing the Company and all Releasees (as defined in Paragraph [ ]) from any and all claims Executive may have against it/them;

(f) Executive knowingly and voluntarily agrees to all the terms set forth in this Release;

(g) Executive knowingly and voluntarily intends to be legally bound by all of the terms of this Release;

(h) Executive has been and hereby is advised in writing to consider the terms of this Release and to consult with an attorney of Executive's choice prior to executing this Release;

(i) Executive has a full seven (7) days following the execution of this Release to revoke this Release and has been and is advised that this Release shall not become effective or enforceable until the revocation period has expired;

(j) This Release becomes effective on the eighth day after Executive signs this Release ("Effective Date"), provided Executive timely signs and returns the Release and Executive does not revoke the Release; and

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(k) Rights or claims under the Age Discrimination in Employment Act (29 U.S.C. § 621, et. seq.) that may arise after the date of this Release is executed are not waived.

I HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, HAVING BEEN GIVEN A FULL AND FAIR OPPORTUNITY TO CONSIDER IT AND CONSULT WITH ADVISORS OF MY CHOICE.

NAME	Date:

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

COMPANY:

REDCON1, LLC

By: _____
Name:
Title:

EXECUTIVE:

_____
Eric Hart

Address for Notices:

_____

_____

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