

Docketed 12/29/2023

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT 2382CV01186
CIVIL ACTION NO.

_____)
 GEORGE H. CONRADES, as he is Trustee)
 of the GEORGE H. CONRADES)
 REVOCABLE TRUST, NORMAN J.)
 BENFORD, as he is Trustee of the TRUST)
 F/B/O MARY EMMA CONRADES BAER)
 UNDER THE GARDENS/SPRUCE HEAD)
 TRUST and Trustee of the MARY EMMA)
 CONRADES BAER TRUST UNDER THE)
 MAINSTREET TRUST AGREEMENT,)
 LONGFELLOW VENTURE PARTNERS,)
 LLC, and PELMEA, LLP,)
)
 Plaintiffs,)
)
 v.)
)
 LINKEDRIVE, INC., and JEFFREY BAER)
)
 Defendants)
 _____)

COMPLAINT

This is an action to establish and recover the indebtedness of Defendant, LinkeDrive, Inc. (“LinkeDrive”) for loans made by the plaintiffs in the amount of over \$18,000,000 that LinkeDrive has never repaid. The loans were secured by the intellectual property of defendant LinkeDrive. Because LinkeDrive has ceased operations and the plaintiffs have a security interest in LinkeDrive’s intellectual property, the plaintiffs seek to enjoin LinkeDrive from selling, assigning, transferring or otherwise encumbering any of its intellectual property or interfering with the plaintiffs’ sale of these assets free and clear of all liens. Plaintiffs also seek to recover from Defendant Jeffrey Baer (“Baer”) the fair value of the intellectual property of LinkeDrive

that Baer claims is owned by him, despite representations made by Baer to Plaintiffs that the intellectual property was owned by LinkeDrive.

I. PARTIES, JURISDICTION AND VENUE

1. Plaintiff George H. Conrades (“Conrades”) is Trustee of the George H. Conrades Revocable Trust. Conrades resides in Hobe Sound, Florida.

2. Plaintiff Norman J. Benford (“Benford”) is Trustee of the Trust f/b/o Mary Emma Conrades Baer under the Gardens/Spruce Head Trust Agreement and is the Trustee of the Mary Emma Conrades Baer Trust under the Mainstreet Trust Agreement. Benford has a regular place of business at Greenberg Traurig LLP, 333 SE 2nd Avenue, Suite 4400, Miami, Florida.

3. Plaintiff Longfellow Venture Partners LLC (“Longfellow”) is a Delaware limited liability company with a place of business 170 Worcester Street, Suite 208, Wellesley, Norfolk County, Massachusetts.

4. Plaintiff Pelmea, LLP (“Pelmea”) is a limited liability partnership with a principal place of business c/o Longfellow Management Company, Suite 208, 170 Worcester Street, Wellesley, Norfolk County, Massachusetts.

5. Defendant LinkeDrive is a Delaware Corporation with a principal office located in Wellesley, Massachusetts. LinkeDrive was established in 2012 to develop propriety software for use in the trucking industry.

6. Baer is a resident of Dover, Norfolk County, Massachusetts.

7. This Court has subject matter jurisdiction as the amount in controversy is more than \$50,000.

II. PLAINTIFFS' CLAIMS

8. In or about 2012, Conrades entered into an oral agreement with Jeffrey Baer (“Baer”) to loan money to LinkeDrive to help Baer start the business. Conrades agreed to make these loans to LinkeDrive through trusts and entities affiliated with Conrades, which include the George Conrades Revocable Trust, the two trusts f/b/o Mary Emma Conrades Baer under the Gardens/Spruce Head Trust and Mainstreet Trust Agreement, Longfellow and Pelmea (collectively, the “Plaintiffs”).

9. Conrades and Baer intended that these loans would be secured loans and some of these loans were evidenced by promissory notes. For example, on or about August 7, 2012, Baer on behalf of LinkeDrive, and Benford as Trustee of the Trust f/b/o Mary Emma Conrades Baer under the Gardens/Spruce Head Trust, executed a “Convertible Secured Promissory Note and Credit Agreement” for \$300,000 (the “Gardens/Spruce Head Note”) that was secured by LinkeDrive’s intellectual property. (*See* Gardens/Spruce Head Note, ¶1 & ¶9, attached hereto as Exhibit A.)

10. Specifically, paragraph 9 of the Gardens/Spruce Head Note provides:

This Note is to be secured by a first perfected security interest in the Company’s intellectual property pursuant to a security agreement by and between Payee and the Company of even date herewith (the “Security Agreement”).

(*See* Exhibit A, ¶ 9.)

11. Under the Gardens/Spruce Head Note, LinkeDrive promised to repay the note and all accrued interest on June 30, 2016. Any unpaid balance on the note was to accrue interest at six percent (6%) per annum, but in an event of default, interest was to accrue at the lesser of twelve percent (12%) per annum or the maximum rate allowed by law. (*See* Exhibit A at ¶ 2.)

12. On or about March 19, 2013, Baer, on behalf of LinkeDrive, and Benford as Trustee of the Mary Emma Conrades Baer Trust under the Mainstreet Trust Agreement, executed a “Convertible Secured Promissory Note and Credit Agreement” for \$400,000 (“Mainstreet Note”), pursuant to which LinkeDrive agreed to repay the \$400,000 loan plus interest by December 31, 2017. The Mainstreet Note had similar terms to the Garden/Spruce Head Note, was also secured by LinkeDrive’s intellectual property, and referenced a security agreement that the parties intended to execute with the note. (See Mainstreet Note at ¶¶ 1, 2 & 9, attached hereto as Exhibit B.)

13. LinkeDrive also received loans from Longfellow, and LinkeDrive and Longfellow executed a “Convertible Secured Promissory Note and Credit Agreement” as of December 26, 2012 for a loan in the amount of \$700,000 plus interest, which again was secured by LinkeDrive’s intellectual property and referenced the parties’ intention to execute a security agreement (the “Longfellow Note”). (See Longfellow Note, ¶¶ 1 & 9, attached hereto as Exhibit C.) LinkeDrive agreed to repay the Longfellow Note with interest by December 31, 2017.

14. Each of the secured notes contains language identical to that set forth in in paragraph 9 above and references the parties’ intention to execute a security agreement so that the payee would have a perfected security interest in LinkeDrive’s intellectual property. (See Exhibits A-C, ¶ 9.) Baer had reviewed and revised the security agreement that the parties intended to execute with the various notes and agreed that LinkeDrive would grant the secured parties a lien on, and security interest in, all of LinkeDrive’s right, title and interest in and to its assets, whether tangible or intangible, whether existing or thereafter acquired, including Trademarks, domain names, trade names, contract rights, and leasehold interests in the collateral (the “Collateral”). Plaintiffs have been unable to locate executed security agreements.

15. Conrades and his affiliated trusts and entities continued to make loans and advances to LinkeDrive from 2012 when the first promissory notes were executed through 2023 with the understanding that they were secured parties. All of these additional loans were due on demand.

16. Specifically, after the Gardens/Spruce Head Note was executed, the Trust f/b/o Mary Emma Conrades Baer under the Gardens/Spruce Head Trust Agreement advanced LinkeDrive an additional \$1,826,000 for a total loan of \$2,126,000. After the Mainstreet Note was executed, the Mary Emma Conrades Baer Trust under the Mainstreet Trust Agreement advanced LinkeDrive an additional \$1,372,050 for a total loan of \$1,772,050.

17. Longfellow loaned LinkeDrive a total of \$700,000 on the first promissory note and then an additional \$3,143,800 for a total loan of \$3,843,800.

18. Between October 2014 and May of 2018, Pelmea also loaned LinkeDrive a total of \$3,681,300 for its business.

19. In addition, Conrades, through the George Conrades Revocable Trust, loaned LinkeDrive a total of \$6,683,896 from September, 2018 through January of 2023.

20. All of these loans and advances to LinkeDrive were tallied in a ledger, which identifies the payor, the loan amounts and dates of the advances. The schedule of loans to LinkeDrive is attached hereto as Exhibit D.

21. Plaintiffs made these loans and advances to LinkeDrive based on LinkeDrive's promise to repay the loans and based on the promise and terms of the promissory notes that all of these loans were secured by LinkeDrive's intellectual property.

22. On or about July 10, 2023, Longfellow made a demand on LinkeDrive for repayment of the Longfellow Note, which was not paid in full by the December 31, 2017

maturity date and was in default. Longfellow gave LinkeDrive until July 21, 2023 to repay the outstanding balance on the Longfellow Note or it would pursue its rights and remedies under the Longfellow Note and at law and equity. LinkeDrive failed to make any payment under the Longfellow Note.

23. LinkeDrive defaulted on all the promissory notes and has not repaid any of the Plaintiffs' loans and advances. LinkeDrive is indebted to Plaintiffs in the amount of \$18,107,046 plus interest.

24. LinkeDrive has now ceased operations and its only assets are its intellectual property that secured the loans advanced by Plaintiffs. While LinkeDrive was in the process of winding down its affairs, Longfellow requested that LinkeDrive assign the company's intellectual property to Longfellow so that the intellectual property would retain value and would not enter the public domain. LinkeDrive refused to assign its intellectual property.

25. In response to Plaintiffs' demand for an assignment of LinkeDrive's intellectual property, Baer represented to Plaintiffs that he, not LinkeDrive, owned the intellectual property in which LinkeDrive had granted Plaintiffs a security interest. If this representation is true, Baer either misrepresented that LinkeDrive was the owner of the intellectual property or Baer fraudulently transferred the intellectual property of LinkeDrive to himself to hinder, delay or defraud the creditors of LinkeDrive, including Plaintiffs.

COUNT I
(Against LinkeDrive)

26. Plaintiffs repeat and reaver Paragraphs 1-25 herein.

27. LinkeDrive is indebted to Plaintiffs in the amount of \$18,107,046 under the terms of the promissory notes executed by LinkeDrive, and further advances made to LinkeDrive, together with interest, costs and attorneys' fees.

28. Plaintiffs are entitled to sell the intellectual property of LinkeDrive as a secured party and to apply the proceeds of such sale to the outstanding indebtedness of LinkeDrive.

29. Plaintiffs will suffer substantial and irreparable harm unless LinkeDrive and Baer are restrained and enjoined from interfering with the sale of the intellectual property of LinkeDrive by Plaintiffs free and clear of any liens or claims of Baer or any other creditors of LinkeDrive.

II COUNT II
(Against Baer for Fraud)

30. Plaintiffs repeat and reaver Paragraphs 1-29 herein.

31. The promissory notes executed and delivered by Baer on behalf of LinkeDrive represented and warranted to Plaintiffs that LinkeDrive was the owner of all of the patents, trademarks and other intellectual property used by LinkeDrive in its business and Plaintiffs made loans to LinkeDrive in reliance on the representations made by Baer that LinkeDrive was the owner of its intellectual property.

32. After LinkeDrive defaulted on its obligations to Plaintiffs, and Plaintiffs sought an assignment of LinkeDrive's intellectual property, Baer asserted that he, not LinkeDrive, is the owner of all of the intellectual property used by LinkeDrive in its business and refused to execute an assignment of that property to Plaintiffs. Baer's claim to ownership of the intellectual property of LinkeDrive interferes with Plaintiffs' right to sell that property as a secured party.

33. If Baer's representations of ownership of LinkeDrive's intellectual property are true, then Baer falsely represented to Plaintiffs in the promissory notes executed by Baer that LinkeDrive was the owner of all of the assets used in its business, free and clear of all liens and encumbrances, and that the security interest granted to Plaintiffs was a valid first lien on all of LinkeDrive's intellectual property rights. Alternatively, if Baer transferred the intellectual

property of LinkeDrive to himself after the loans were made by Plaintiffs to LinkeDrive, such a transfer was made when LinkeDrive was insolvent, for less than fair consideration, and with the actual intent to hinder, delay, or defraud the creditors of LinkeDrive, including Plaintiffs.

34. By virtue of the foregoing, if Baer is in fact the owner of the intellectual property of LinkeDrive, Baer is liable to Plaintiffs for his intentional misrepresentations upon which Plaintiffs relied or is liable to Plaintiffs for his fraudulent transfer of such intellectual property.

35. Baer is liable to Plaintiffs for the fair value of the intellectual property of LinkeDrive, in an amount to be determined, together with interest, costs and attorneys' fees.

III. RELIEF REQUESTED

WHEREFORE, the Plaintiffs demand judgment as follows:

1. That the Court establish the indebtedness of LinkeDrive to Plaintiffs in an amount to be determined, together with interest, costs and attorney's fees;
2. That the Court find and adjudge that LinkeDrive, and not Baer, is the owner of the intellectual property used by LinkeDrive in its business;
3. That the Court enter judgment against Baer for the fair value of the intellectual property used by LinkeDrive in its business, in an amount to be determined;
4. That the Court enjoin LinkeDrive and Baer from selling, assigning, transferring or otherwise encumbering the assets of LinkeDrive, including LinkeDrive's intellectual property;
5. That the Court enjoin LinkeDrive and Baer from interfering with Plaintiffs' sale of LinkeDrive's assets; and
6. The Court grant Plaintiffs the right to sell the assets of LinkeDrive free and clear of all liens;

7. If the court finds that Baer and not LinkeDrive is the owner of the intellectual property used by LinkeDrive in the operation of its business, the Court should enter judgment for Plaintiffs against Defendant Baer for fraud and order Baer to pay to Plaintiffs the fair value of the intellectual property Baer represented was owned by LinkeDrive, in an amount to be determined, together with interest, costs, and attorneys' fees.

8. That the Court grant such other and further relief as is just and appropriate.

By their attorney,

/s/ Peter Brooks

Peter S. Brooks (BBO No. 058980)
Law Offices of Peter S. Brooks
186 Plunkton Road
Warren, VT 05674
(617) 299-9925
peter@psbrookslaw.com

Dated: December 27, 2023

EXHIBIT A

LINKEDRIVE, INC.

Convertible Secured Promissory Note and Credit Agreement

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD, ASSIGNED, PLEDGED, ENCUMBERED, DISPOSED OF OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND WILL NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THIS INSTRUMENT AND SUCH LAWS.

Up to \$300,000

August 7, 2012

LinkeDrive, Inc., a company organized under the laws of the State of Delaware (the "Company"), for value received, hereby promises to pay to Norman J. Benford, Trustee of the Trust f/b/o Mary Emma Conrades Baer under Gardens/Spruce Head Trust Agreement (the "Payee"), the Loan Amount (as defined below) and any accrued but unpaid interest hereon in accordance with the terms of this Convertible Promissory Note (this "Note").

Now therefore, the parties hereto have agreed as follows:

1. Loan Amount

An aggregate loan amount of \$300,000 shall be provided by the Payee, of which \$73,000 has been advanced as of the date hereof and the balance of \$227,000 shall be disbursed in a single installment on the date hereof. Wherever the term "Loan Amount" is used in this document it refers to the amount provided by Payee to the Company together with all accrued but unpaid interest thereon until such time at the option of Payee this Note is converted as provided herein.

Subject to conversion as provided herein, this Note and all accrued interest shall be due on June 30, 2016 (the "**Maturity Date**"). In the event that Payee shall not have transferred to the Company the Loan Amount in accordance with the provisions of this section, or any part thereof, then the Payee shall be obliged to release the security interest granted hereunder. **THIS LOAN MAY NOT BE PREPAID BY THE COMPANY.**

2. Interest

The unpaid principal amount outstanding under this Note shall accrue simple interest (computed on the basis of a 360-day year for the actual number of days elapsed, including the day the Note is issued but excluding the date the Note is repaid or converted) at 6% per annum, provided, however, after an event of default, interest shall accrued at the lesser of (i) 12% per annum or (ii) the maximum rate allowed by applicable law.

3. **Automatic Conversion**

In the event on or before the Maturity Date the Company raises an amount not less than \$1,500,000 at a \$5M or higher pre-valuation from an unrelated third party (a "Qualified Financing"), on the Maturity Date the Loan and all other loans from Payee together with all accrued interest thereon and other costs (provided such costs shall not exceed \$5,000.00) shall be converted to the Company's securities issued in such qualified financing at an issue price equal to the lower of (i) the issuance price of the Qualified Financing less a 25% discount or (ii) what the issue price would have been if the Company's valuation in the Qualified Financing was \$300,000 (the "Minimum Valuation Price")

4. **Optional Conversion.**

The Loan together with all accrued interest thereon and other costs (provided such costs shall not exceed \$1,000.00) may be converted to the Company's Common Stock at any time (the "Optional Conversion"). If the Optional Conversion occurs prior to the time the Company has completed a financing, the conversion price shall be mutually agreeable to the Company and the Payee. If the Optional Conversion occurs after the Company has completed a financing with an unrelated third party which is not a Qualified Financing, the conversion price shall be lower of (i) the issuance price of the securities issues in such financing less 40% discount or (ii) at the Minimum Valuation Price.

5. **Covenants.** Until the Loan shall have been paid in full or converted as provided herein, the Company covenants and agrees as follows:

5.1. **Payments.** The Company will pay the Note when and as due.

5.2. **Maintain Existence.** The Company will maintain its existence and rights in its state of organization and in each other state wherever it is legally required to be qualified to do business and will not make any change in its authorized capital stock, or amend its charter or bylaws without the prior written consent of Payee which such consent shall not be unreasonably withheld.

5.3. **Compliance with Laws.** The Company will comply with the requirements of all applicable laws.

5.4. **Insurance.** The Company will maintain coverage for all collateral for the Loan in amount reasonably acceptable to Payee, against such risks and with such insurance companies as Payee may approve, (i) public liability in such amount and with such companies as Payee may reasonably require, (ii) workers compensation insurance as may be required by law and (iii) such other coverages, including but not limited to business interruption insurance, as Payee may determine is reasonable and necessary.

5.5. **Books and Records.** The Company will maintain complete books of account and other records reflecting the results of its operations, and Payee or its designated agents will have the right to inspect, make copies and/or audit these books and records.

5.6. Financial Statements and Reports. The Company will furnish Payee with the such financial and such other information as may be required by Payee from time to time. All such reports must be in form and substance satisfactory to Payee, and in reasonable detail, in accordance with generally accepted accounting principles consistently applied and certified as complete and accurate by the Company. Payee agrees that any information obtained pursuant to this Section 5.6 will not be disclosed without the prior written consent of the Company; provided that, in connection with any reports required to be filed by Payee pursuant to applicable law or any rules or regulations of any stock exchange, Payee may, without first obtaining such written consent, make general statements, not containing technical or other confidential information (other than as required by law), regarding the nature and progress of the Company's business.

5.7. No Further Financing or Indebtedness. Except for indebtedness to Payee or to Longfellow Venture Partners, LLC, the Company will not, incur or permit to exist any additional indebtedness in excess of \$100,000 secured by a pledge or lien on any Company assets, or guaranty the indebtedness of any other person or entity, or whether or not subordinated to the Loan.

5.8. Taxes. The Company will pay all property, income, unemployment, sales, and all other taxes assessed against it or payable by it at such times as are required by applicable law.

5.9. Maintenance. The Company will maintain its properties in the same manner that it has been customarily maintained.

5.10. No Distributions. The Company will pay no dividends or distributions either in cash or kind on any class of its equity nor redeem any equity interests.

5.11. Reserved.

5.12. No Mergers. Without the consent of the Payee which consent shall not be unreasonably withheld, the Company will not merge or consolidate with or into any other entity.

5.13. Sales of Assets. The Company will not sell or dispose of any of its assets without the prior written consent of Payee except for non-exclusive licenses of its products to end-users in the ordinary and usual course of its business.

5.14. Change in Business. Without the consent of the Payee which consent shall not be unreasonably withheld, the Company will not engage in any business other than the business in which it is currently engaged or a business reasonably related thereto.

6. Event of Acceleration

6.1. Unless previously converted, the Loan Amount will become immediately due and payable in cash upon the occurrence of an Event of Acceleration (as defined below):

6.2. For the purposes of this Section 5, an "Event of Acceleration" shall be deemed to exist upon the occurrence of any of the following: (a) the Company files a petition in bankruptcy, files a petition seeking any insolvent reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors of a general nature; (b) a receiver, trustee, or similar officer is appointed for the business or a significant part of the property of the Company, and such appointments are not stayed, enjoined, or discharged within forty-five (45) days from their commencement; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the Company and such actions are not stayed, enjoined, or discharged within forty-five (45) days from their commencement; (d) the Company, adopts a resolution for discontinuance of its business or for its liquidation, dissolution or winding-up, (e) the Company breaches any material covenant contained herein, (f) breach by the Company of any material covenant in the Loan documents, or (g) the Company materially breaches any material representation or warranty contained herein.

7. Representations, Warranties and Covenants of the Company

7.1. The Company is a company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority and legal right to own its properties and to carry on its business as now conducted and currently proposed to be conducted and to carry out the transactions contemplated by this Note.

7.2. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Note have been taken prior to the date hereof. The Company agrees to take any action in the future that is necessary for the sale, issuance and delivery of the preference shares and ordinary shares which are required to be issued hereunder. This Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms. To the Company's knowledge, the execution, delivery and performance of this Note will not violate any applicable law or agreement to which the Company is a party or by which the Company is bound.

7.3. The security interest granted pursuant to the Security Agreement constitutes a valid first lien on all of the Company's intellectual property rights.

7.4. The Company has good and clear title to all assets owned by it or used in its business, free and clear of all liens and encumbrances, except security interests in favor of the Payee.

7.5. The Company has filed all tax returns of all types required to have been filed and has paid all taxes due.

7.6. All information given to Payee with respect to the Company in connection with the Loan is accurate, correct and complete.

7.7. (a) Neither the Company nor, to Company's Knowledge, any of its shareholders, is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws").

(b) Neither the Company nor, to Company's Knowledge, any of its members, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including, without limitation, those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time.

(c) Neither Company, nor, to Company's Knowledge, any person controlling or controlled by Company, is a country, territory, individual or entity named on a Government List, and, to Company's Knowledge, the monies used in connection with this Agreement and amounts committed with respect thereto were not and are not derived from any activities that contravene any applicable anti-money laundering or anti bribery laws and regulations (including, without limitation, funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under 18 USC §1956(c)(7)). For purposes of this Agreement, "Government List" means any of (i) the two lists maintained by the United States Department of Commerce (Denied Persons and Entities), (ii) the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons) and (iii) the two lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties).

7.8. The representations, warranties and covenants contained in this Section 10 shall survive for a period of two years from the termination, repayment or conversion of this Note.

8. Representations, Warranties of the Payee

8.1. The Payee has all requisite power and authority to execute, deliver, and perform this Agreement and the transaction contemplated hereby. This Agreement is the legal, valid, and binding obligation of the Payee, and is enforceable against the Payee.

8.2. The shares issued upon conversion of this Note will be acquired for investment for the Payee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Payee has no present intention of selling, granting any participation in, or otherwise distributing the same, in each case in violation of any applicable securities laws.

8.3. The Payee is an experienced investor in securities of companies in the development stage and acknowledges that he is able to fend for itself, can bear the economic risk of his investment, and has such knowledge and experience in financial or business matters that he is capable of evaluating the merits and risks of the investment in the Conversion Shares.

8.4. The Payee understands that no public market now exists for the shares of the Company, and that the Company has made no assurances that a public market will ever exist therefore.

9. Security

This Note is to be secured by a first perfected security interest in the Company's intellectual property pursuant to a security agreement by and between the Payee and the Company of even date herewith (the "Security Agreement").

10. Miscellaneous

10.1. **Amendment.** This Note may only be amended in a writing signed by the Company and the Payee. The term "Note" shall mean this instrument as originally executed or if later amended or supplemented, then, as so amended or supplemented.

10.2. **Governing Law, Consent to Jurisdiction, Waiver of Jury Trial.** This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof. With respect to any dispute over this Note or the enforcement of the parties rights hereunder, the parties hereby submit such dispute to the exclusive jurisdiction of the state and Federal courts located in Boston, Massachusetts. THE COMPANY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN OR ANY OTHER CLAIM ARISING OUT OF THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION THEREWITH OR IN CONNECTION WITH ANY OBLIGATIONS OR ALLEGED OBLIGATIONS OF PAYEE TO LOAN MONEY TO THE COMPANY.

10.3. **Notices to the Company.** Any notice herein required or permitted to be given shall be in writing and may be personally served or sent by registered mail, return receipt requested and properly addressed. For the purposes hereof, the address of Payee and the address of the Company shall be:

COMPANY:
LinkeDrive, Inc.
369 Congress Street
Boston, MA 02110
Attention: Jeff Baer

PAYEE:

Norman J. Benford, Trustee
Greenberg Traurig LLP
333 S.E. 2nd Avenue
Suite 4400
Miami, FL 33131

10.4. **Assignment.** This Agreement shall not be assigned or transferred by Payee without the prior written consent of the Company.

10.5. **No Waiver.** No delay or omission by Payee in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower or any endorser or guarantor by Payee with respect to this Note and/or any collateral given to secure the within Note.

*** * * * signatures follow * * * ***

IN WITNESS WHEREOF, the Company and Payee have duly executed this instrument as of the ___ day of August, 2012.

LINKEDRIVE, INC.

**TRUST F/B/O MARY EMMA
CONRADES BAER UNDER
GARDENS/SPRUCE HEAD TRUST**

By: 
Name: Jeffrey C. Baer
Title: CEO Founder & Pres. Int

By: _____
Name: Norman J. Benford
Title: Trustee

IN WITNESS WHEREOF, the Company and Payee have duly executed this instrument as of the ___ day of August, 2012.

LINKEDRIVE, INC.

**TRUST F/B/O MARY EMMA
CONRADES BAER UNDER
GARDENS/SPRUCE HEAD TRUST**

By: _____
Name:
Title:


By: 
Name: Norman J. Benford
Title: Trustee

EXHIBIT B

LINKEDRIVE, INC.

Convertible Secured Promissory Note and Credit Agreement

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD, ASSIGNED, PLEDGED, ENCUMBERED, DISPOSED OF OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND WILL NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THIS INSTRUMENT AND SUCH LAWS.

\$400,000

March 19, 2013

LinkeDrive, Inc., a company organized under the laws of the State of Delaware (the "Company"), for value received, hereby promises to pay to Norman J. Benford, Trustee of the Mary Emma C. Baer Trust under the Mainstreet Trust Agreement (the "Payee"), the Loan Amount (as defined below) and any accrued but unpaid interest hereon in accordance with the terms of this Convertible Promissory Note (this "Note").

Now therefore, the parties hereto have agreed as follows:

1. Loan Amount

1.1. An aggregate loan amount of \$400,000 shall be provided by the Payee which shall be advanced in a single installment on the date hereof. Wherever the term "Loan Amount" is used in this document it refers to the amount provided by Payee to the Company together with all accrued but unpaid interest thereon until such time at the option of Payee this Note is converted as provided herein.

Subject to conversion as provided herein, this Note and all accrued interest shall be due on December 31, 2017 (the "Maturity Date"). In the event that Payee shall not have transferred to the Company the Loan Amount in accordance with the provisions of this section, or any part thereof, then the Payee shall be obliged to release the security interest granted hereunder. **THIS LOAN MAY NOT BE PREPAID BY THE COMPANY.**

2. Interest

The unpaid principal amount outstanding under this Note shall accrue simple interest (computed on the basis of a 360-day year for the actual number of days elapsed, including the day the Note is issued but excluding the date the Note is repaid or converted) at 6% per annum, provided, however, after an event of default, interest shall accrue at the lesser of (i) 12% per annum or (ii) the maximum rate allowed by applicable law.

3. Automatic Conversion

BOS 47112196v2



In the event on or before the Maturity Date the Company raises an amount not less than \$1,500,000 at a \$5M or higher pre-valuation from an unrelated third party (a "Qualified Financing"), on the Maturity Date the Loan and all other loans from Payee together with all accrued interest thereon and other costs (provided such costs shall not exceed \$1,000.00) shall be converted to the Company's securities issued in such qualified financing at an issue price equal to the issuance price of the Qualified Financing less a 25% discount.

4. **Optional Conversion.**

The Loan together with all accrued interest thereon and other costs (provided such costs shall not exceed \$1,000.00) may be converted to the Company's Common Stock at any time (the "Optional Conversion"). If the Optional Conversion occurs prior to the time the Company has completed a financing, the conversion price shall be mutually agreeable to the Company and the Payee. If the Optional Conversion occurs after the Company has completed a financing with an unrelated third party which is not a Qualified Financing, the conversion price shall be the issuance price of the securities issues in such financing less 40% discount.

5. **Covenants.** Until the Loan shall have been paid in full or converted as provided herein, the Company covenants and agrees as follows:

5.1. **Payments.** The Company will pay the Note when and as due.

5.2. **Maintain Existence.** The Company will maintain its existence and rights in its state of organization and in each other state wherever it is legally required to be qualified to do business and will not make any change in its authorized capital stock, or amend its charter or bylaws without the prior written consent of Payee which such consent shall not be unreasonably withheld.

5.3. **Compliance with Laws.** The Company will comply with the requirements of all applicable laws.

5.4. **Insurance.** The Company will maintain coverage for all collateral for the Loan in amount reasonably acceptable to Payee, against such risks and with such insurance companies as Payee may approve, (i) public liability in such amount and with such companies as Payee may reasonably require, (ii) workers compensation insurance as may be required by law and (iii) such other coverages, including but not limited to business interruption insurance, as Payee may determine is reasonable and necessary.

5.5. **Books and Records.** The Company will maintain complete books of account and other records reflecting the results of its operations, and Payee or its designated agents will have the right to inspect, make copies and/or audit these books and records.

5.6. **Financial Statements and Reports.** The Company will furnish Payee with the such financial and such other information as may be required by Payee from time to time. All such reports must be in form and substance satisfactory to Payee, and in reasonable detail, in accordance with generally accepted accounting



principles consistently applied and certified as complete and accurate by the Company. Payee agrees that any information obtained pursuant to this Section 5.6 will not be disclosed without the prior written consent of the Company; provided that, in connection with any reports required to be filed by Payee pursuant to applicable law or any rules or regulations of any stock exchange, Payee may, without first obtaining such written consent, make general statements, not containing technical or other confidential information (other than as required by law), regarding the nature and progress of the Company's business.

5.7. No Further Financing or Indebtedness. Except for indebtedness to Payee or to Longfellow Venture Partners, LLC, , the Company will not, incur or permit to exist any additional indebtedness secured by a pledge or lien on any Company assets, or guaranty the indebtedness of any other person or entity, or whether or not subordinated to the Loan.

5.8. Taxes. The Company will pay all property, income, unemployment, sales, and all other taxes assessed against it or payable by it at such times as are required by applicable law.

5.9. Maintenance. The Company will maintain its properties in the same manner that it has been customarily maintained.

5.10. No Distributions. The Company will pay no dividends or distributions either in cash or kind on any class of its equity nor redeem any equity interests.

5.11. Reserved.

5.12. No Mergers. Without the consent of the Payee which consent shall not be unreasonably withheld, the Company will not merge or consolidate with or into any other entity.

5.13. Sales of Assets. The Company will not sell or dispose of any of its assets without the prior written consent of Payee except for non-exclusive licenses of its products to end-users in the ordinary and usual course of its business.

5.14. Change in Business. Without the consent of the Payee which consent shall not be unreasonably withheld, the Company will not engage in any business other than the business in which it is currently engaged or a business reasonably related thereto.

6. Event of Acceleration

6.1. Unless previously converted, the Loan Amount will become immediately due and payable in cash upon the occurrence of an Event of Acceleration (as defined below):

6.2. For the purposes of this Section 6, an "Event of Acceleration" shall be deemed to exist upon the occurrence of any of the following: (a) the Company files a petition in bankruptcy, files a petition seeking any insolvent reorganization,

arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors of a general nature; (b) a receiver, trustee, or similar officer is appointed for the business or a significant part of the property of the Company, and such appointments are not stayed, enjoined, or discharged within forty-five (45) days from their commencement; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the Company and such actions are not stayed, enjoined, or discharged within forty-five (45) days from their commencement; (d) the Company, adopts a resolution for discontinuance of its business or for its liquidation, dissolution or winding-up, (e) the Company breaches any material covenant contained herein or any material covenant in the Loan documents and such breach remains uncured for a period of forty-five (45) days, or (f) the Company materially breaches any material representation or warranty contained herein.

7. Representations, Warranties and Covenants of the Company

7.1. The Company is a company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority and legal right to own its properties and to carry on its business as now conducted and currently proposed to be conducted and to carry out the transactions contemplated by this Note.

7.2. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Note have been taken prior to the date hereof. The Company agrees to take any action in the future that is necessary for the sale, issuance and delivery of the preference shares and ordinary shares which are required to be issued hereunder. This Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms. To the Company's knowledge, the execution, delivery and performance of this Note will not violate any applicable law or agreement to which the Company is a party or by which the Company is bound.

7.3. The security interest granted pursuant to the Security Agreement constitutes a valid first lien on all of the Company's intellectual property rights.

7.4. The Company has good and clear title to all assets owned by it or used in its business, free and clear of all liens and encumbrances, except security interests in favor of the Payee.

7.5. The Company has filed all tax returns of all types required to have been filed and has paid all taxes due.

7.6. All information given to Payee with respect to the Company in connection with the Loan is accurate, correct and complete.

7.7. (a) Neither the Company nor, to Company's Knowledge, any of its shareholders, is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who

Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws").

(b) Neither the Company nor, to Company's Knowledge, any of its members, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including, without limitation, those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time.

(c) Neither Company, nor, to Company's Knowledge, any person controlling or controlled by Company, is a country, territory, individual or entity named on a Government List, and, to Company's Knowledge, the monies used in connection with this Agreement and amounts committed with respect thereto were not and are not derived from any activities that contravene any applicable anti-money laundering or anti bribery laws and regulations (including, without limitation, funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under 18 USC §1956(c)(7)). For purposes of this Agreement, "Government List" means any of (i) the two lists maintained by the United States Department of Commerce (Denied Persons and Entities), (ii) the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons) and (iii) the two lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties).

7.8. The representations, warranties and covenants contained in this Section 10 shall survive for a period of two years from the termination, repayment or conversion of this Note.

8. Representations, Warranties of the Payee

8.1. The Payee has all requisite power and authority to execute, deliver, and perform this Agreement and the transaction contemplated hereby. This Agreement is the legal, valid, and binding obligation of the Payee, and is enforceable against the Payee.

8.2. The shares issued upon conversion of this Note will be acquired for investment for the Payee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Payee has no present intention of selling, granting any participation in, or otherwise distributing the same, in each case in violation of any applicable securities laws.

8.3. The Payee is an experienced investor in securities of companies in the development stage and acknowledges that he is able to fend for itself, can bear the economic risk of his investment, and has such knowledge and experience in financial or business matters that he is capable of evaluating the merits and risks of the investment in the Conversion Shares.

8.4. The Payee understands that no public market now exists for the shares of the Company, and that the Company has made no assurances that a public market will ever exist therefore.

9. **Security**

This Note is be secured by a first perfected security interest in the Company's intellectual property pursuant to a security agreement by and between the Payee and the Company of even date herewith (the "Security Agreement").

10. **Miscellaneous**

10.1. **Amendment.** This Note may only be amended in a writing signed by the Company and the Payee. The term "Note" shall mean this instrument as originally executed or if later amended or supplemented, then, as so amended or supplemented.

10.2. **Governing Law, Consent to Jurisdiction, Waiver of Jury Trial.** This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof. With respect to any dispute over this Note or the enforcement of the parties rights hereunder, the parties hereby submit such dispute to the exclusive jurisdiction of the state and Federal courts located in Boston, Massachusetts. **THE COMPANY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN OR ANY OTHER CLAIM ARISING OUT OF THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION THEREWITH OR IN CONNECTION WITH ANY OBLIGATIONS OR ALLEGED OBLIGATIONS OF PAYEE TO LOAN MONEY TO THE COMPANY.**

10.3. **Notices to the Company.** Any notice herein required or permitted to be given shall be in writing and may be personally served or sent by registered mail, return receipt requested and properly addressed. For the purposes hereof, the address of Payee and the address of the Company shall be:

JD
353 **COMPANY:**
LinkeDrive, Inc.
369 Congress Street
Boston, MA 02110
Attention: Jeff Baer

PAYEE:
Norman J. Benford, Trustee
Greenberg Traurig LLP
333 S.E. 2nd Avenue
Suite 4400
Miami, FL 33131

10.4. **Assignment.** This Agreement shall not be assigned or transferred by Payee without the prior written consent of the Company.

JD

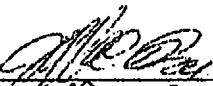
10.5. No Waiver. No delay or omission by Payee in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower or any endorser or guarantor by Payee with respect to this Note and/or any collateral given to secure the within Note.

***** signatures follow *****

A handwritten signature in black ink, appearing to be initials or a stylized name, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Company and Payee have duly executed this instrument as of the 19 day of March, 2013.

LINKEDRIVE, INC.

By: 
Name: Jeffrey C. Baer
Title: Founder + CEO

**MARY EMMA C. BAER TRUST UNDER
THE MAINSTREET TRUST
AGREEMENT**


By: 
Name: Norman J. Bonford
Title: Trustee

EXHIBIT C

LINKEDRIVE, INC.

Convertible Secured Promissory Note and Credit Agreement

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD, ASSIGNED, PLEDGED, ENCUMBERED, DISPOSED OF OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND WILL NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THIS INSTRUMENT AND SUCH LAWS.

Up to \$700,000

As of December 26, 2012

LinkeDrive, Inc., a company organized under the laws of the State of Delaware (the "Company"), for value received, hereby promises to pay to Longfellow Venture Partners, LLC (the "Payee"), the Loan Amount (as defined below) and any accrued but unpaid interest hereon in accordance with the terms of this Convertible Promissory Note (this "Note").

Now therefore, the parties hereto have agreed as follows:

1. **Loan Amount**

1.1. An aggregate loan amount of \$700,000 shall be provided by the Payee which shall be advanced in two installments as follows: \$300,000 on December 26, 2012 and \$400,000 on or before March 31, 2013. Wherever the term "Loan Amount" is used in this document it refers to the amount provided by Payee to the Company together with all accrued but unpaid interest thereon until such time at the option of Payee this Note is converted as provided herein.

Subject to conversion as provided herein, this Note and all accrued interest shall be due on December 31, 2017 (the "**Maturity Date**"). In the event that Payee shall not have transferred to the Company the Loan Amount in accordance with the provisions of this section, or any part thereof, then the Payee shall be obliged to release the security interest granted hereunder. **THIS LOAN MAY NOT BE PREPAID BY THE COMPANY.**

2. **Interest**

The unpaid principal amount outstanding under this Note shall accrue simple interest (computed on the basis of a 360-day year for the actual number of days elapsed, including the day the Note is issued but excluding the date the Note is repaid or converted) at 6% per annum, provided, however, after an event of default, interest shall accrue at the lesser of (i) 12% per annum or (ii) the maximum rate allowed by applicable law.

3. **Automatic Conversion**

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In the event on or before the Maturity Date the Company raises an amount not less than \$1,500,000 at a \$5M or higher pre-valuation from an unrelated third party (a "Qualified Financing"), on the Maturity Date the Loan and all other loans from Payee together with all accrued interest thereon and other costs (provided such costs shall not exceed \$1,000.00) shall be converted to the Company's securities issued in such qualified financing at an issue price equal to the issuance price of the Qualified Financing less a 25% discount.

4. **Optional Conversion.**

The Loan together with all accrued interest thereon and other costs (provided such costs shall not exceed \$1,000.00) may be converted to the Company's Common Stock at any time (the "Optional Conversion"). If the Optional Conversion occurs prior to the time the Company has completed a financing, the conversion price shall be mutually agreeable to the Company and the Payee. If the Optional Conversion occurs after the Company has completed a financing with an unrelated third party which is not a Qualified Financing, the conversion price shall be the issuance price of the securities issues in such financing less 40% discount.

5. **Covenants.** Until the Loan shall have been paid in full or converted as provided herein, the Company covenants and agrees as follows:

5.1. **Payments.** The Company will pay the Note when and as due.

5.2. **Maintain Existence.** The Company will maintain its existence and rights in its state of organization and in each other state wherever it is legally required to be qualified to do business and will not make any change in its authorized capital stock, or amend its charter or bylaws without the prior written consent of Payee which such consent shall not be unreasonably withheld.

5.3. **Compliance with Laws.** The Company will comply with the requirements of all applicable laws.

5.4. **Insurance.** The Company will maintain coverage for all collateral for the Loan in amount reasonably acceptable to Payee, against such risks and with such insurance companies as Payee may approve, (i) public liability in such amount and with such companies as Payee may reasonably require, (ii) workers compensation insurance as may be required by law and (iii) such other coverages, including but not limited to business interruption insurance, as Payee may determine is reasonable and necessary.

5.5. **Books and Records.** The Company will maintain complete books of account and other records reflecting the results of its operations, and Payee or its designated agents will have the right to inspect, make copies and/or audit these books and records.

5.6. **Financial Statements and Reports.** The Company will furnish Payee with the such financial and such other information as may be required by Payee from time to time. All such reports must be in form and substance satisfactory to Payee, and in reasonable detail, in accordance with generally accepted accounting

principles consistently applied and certified as complete and accurate by the Company. Payee agrees that any information obtained pursuant to this Section 5.6 will not be disclosed without the prior written consent of the Company; provided that, in connection with any reports required to be filed by Payee pursuant to applicable law or any rules or regulations of any stock exchange, Payee may, without first obtaining such written consent, make general statements, not containing technical or other confidential information (other than as required by law), regarding the nature and progress of the Company's business.

5.7. No Further Financing or Indebtedness. Except to Payee, the Company will not, incur or permit to exist any additional indebtedness secured by a pledge or lien on any Company assets, or guaranty the indebtedness of any other person or entity, or whether or not subordinated to the Loan.

5.8. Taxes. The Company will pay all property, income, unemployment, sales, and all other taxes assessed against it or payable by it at such times as are required by applicable law.

5.9. Maintenance. The Company will maintain its properties in the same manner that it has been customarily maintained.

5.10. No Distributions. The Company will pay no dividends or distributions either in cash or kind on any class of its equity nor redeem any equity interests.

5.11. Reserved.

5.12. No Mergers. Without the consent of the Payee which consent shall not be unreasonably withheld, the Company will not merge or consolidate with or into any other entity.

5.13. Sales of Assets. The Company will not sell or dispose of any of its assets without the prior written consent of Payee except for non-exclusive licenses of its products to end-users in the ordinary and usual course of its business.

5.14. Change in Business. Without the consent of the Payee which consent shall not be unreasonably withheld, the Company will not engage in any business other than the business in which it is currently engaged or a business reasonably related thereto.

6. Event of Acceleration

6.1. Unless previously converted, the Loan Amount will become immediately due and payable in cash upon the occurrence of an Event of Acceleration (as defined below):

6.2. For the purposes of this Section 5, an "Event of Acceleration" shall be deemed to exist upon the occurrence of any of the following: (a) the Company files a petition in bankruptcy, files a petition seeking any insolvent reorganization, arrangement, composition, or similar relief under any law regarding insolvency or

relief for debtors, or makes an assignment for the benefit of creditors of a general nature; (b) a receiver, trustee, or similar officer is appointed for the business or a significant part of the property of the Company, and such appointments are not stayed, enjoined, or discharged within forty-five (45) days from their commencement; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the Company and such actions are not stayed, enjoined, or discharged within forty-five (45) days from their commencement; (d) the Company, adopts a resolution for discontinuance of its business or for its liquidation, dissolution or winding-up, (e) the Company breaches any material covenant contained herein or any material covenant in the Loan documents and such breach remains uncured for a period of forty-five (45) days, or (f) the Company materially breaches any material representation or warranty contained herein.

7. Representations, Warranties and Covenants of the Company

7.1. The Company is a company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority and legal right to own its properties and to carry on its business as now conducted and currently proposed to be conducted and to carry out the transactions contemplated by this Note.

7.2. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Note have been taken prior to the date hereof. The Company agrees to take any action in the future that is necessary for the sale, issuance and delivery of the preference shares and ordinary shares which are required to be issued hereunder. This Note constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms. To the Company's knowledge, the execution, delivery and performance of this Note will not violate any applicable law or agreement to which the Company is a party or by which the Company is bound.

7.3. The security interest granted pursuant to the Security Agreement constitutes a valid first lien on all of the Company's intellectual property rights.

7.4. The Company has good and clear title to all assets owned by it or used in its business, free and clear of all liens and encumbrances, except security interests in favor of the Payee.

7.5. The Company has filed all tax returns of all types required to have been filed and has paid all taxes due.

7.6. All information given to Payee with respect to the Company in connection with the Loan is accurate, correct and complete.

7.7. (a) Neither the Company nor, to Company's Knowledge, any of its shareholders, is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who

Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws").

(b) Neither the Company nor, to Company's Knowledge, any of its members, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including, without limitation, those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time.

(c) Neither Company, nor, to Company's Knowledge, any person controlling or controlled by Company, is a country, territory, individual or entity named on a Government List, and, to Company's Knowledge, the monies used in connection with this Agreement and amounts committed with respect thereto were not and are not derived from any activities that contravene any applicable anti-money laundering or anti bribery laws and regulations (including, without limitation, funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under 18 USC §1956(c)(7)). For purposes of this Agreement, "Government List" means any of (i) the two lists maintained by the United States Department of Commerce (Denied Persons and Entities), (ii) the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons) and (iii) the two lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties).

7.8. The representations, warranties and covenants contained in this Section 10 shall survive for a period of two years from the termination, repayment or conversion of this Note.

8. Representations, Warranties of the Payee

8.1. The Payee has all requisite power and authority to execute, deliver, and perform this Agreement and the transaction contemplated hereby. This Agreement is the legal, valid, and binding obligation of the Payee, and is enforceable against the Payee.

8.2. The shares issued upon conversion of this Note will be acquired for investment for the Payee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Payee has no present intention of selling, granting any participation in, or otherwise distributing the same, in each case in violation of any applicable securities laws.

8.3. The Payee is an experienced investor in securities of companies in the development stage and acknowledges that he is able to fend for itself, can bear the economic risk of his investment, and has such knowledge and experience in financial or business matters that he is capable of evaluating the merits and risks of the investment in the Conversion Shares.

8.4. The Payee understands that no public market now exists for the shares of the Company, and that the Company has made no assurances that a public market will ever exist therefore.

9. **Security**

This Note is be secured by a first perfected security interest in the Company's intellectual property pursuant to a security agreement by and between the Payee and the Company of even date herewith (the "Security Agreement").

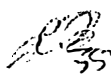
10. **Miscellaneous**

10.1. **Amendment.** This Note may only be amended in a writing signed by the Company and the Payee. The term "Note" shall mean this instrument as originally executed or if later amended or supplemented, then, as so amended or supplemented.


10.2. **Governing Law, Consent to Jurisdiction, Waiver of Jury Trial.** This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof. With respect to any dispute over this Note or the enforcement of the parties rights hereunder, the parties hereby submit such dispute to the exclusive jurisdiction of the state and Federal courts located in Boston, Massachusetts. THE COMPANY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN OR ANY OTHER CLAIM ARISING OUT OF THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION THEREWITH OR IN CONNECTION WITH ANY OBLIGATIONS OR ALLEGED OBLIGATIONS OF PAYEE TO LOAN MONEY TO THE COMPANY.

10.3. **Notices to the Company.** Any notice herein required or permitted to be given shall be in writing and may be personally served or sent by registered mail, return receipt requested and properly addressed. For the purposes hereof, the address of Payee and the address of the Company shall be:

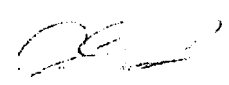
COMPANY:


LinkeDrive, Inc.
355 ~~360~~ Congress Street
Boston, MA 02110
Attention: Jeff Baer

PAYEE:

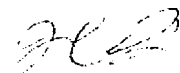
Longfellow Venture Partners, LLC 
PO Box 380199
Cambridge, Massachusetts 02238-2265
Attention: Ms. Meredith Clark Shachoy

10.4. **Assignment.** This Agreement shall not be assigned or transferred by Payee without the prior written consent of the Company.



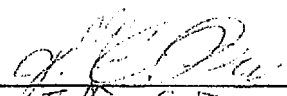
10.5. **No Waiver.** No delay or omission by Payee in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower or any endorser or guarantor by Payee with respect to this Note and/or any collateral given to secure the within Note.

***** signatures follow *****



IN WITNESS WHEREOF, the Company and Payee have duly executed this instrument this _____ day of March, 2103 as of the 26th day of December, 2012.

LINKEDRIVE, INC.

By: 
Name: Jeffrey C. Boer
Title: Founder & CEO

LONGFELLOW VENTURE PARTNERS, LLC

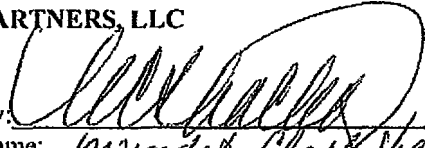
By: 
Name: Meredith Clark Steeb
Title: President / Member

EXHIBIT D

Linkedrive

<u>Entity</u>	<u>Investment Type</u>	<u>Amount</u>	<u>Date</u>
Emma Baer	Gardens/Sprucehead Promissory Note ¹	\$300,000	5/15/2012
Total Emma Note #1		\$300,000	
Emma Baer	Mainstreet Trust Promissory Note ²	\$400,000	4/2/2013
Emma Baer	Mainstreet Trust Promissory Note	\$250,000	1/27/2014
Emma Baer	Mainstreet Trust Promissory Note	\$250,000	2/25/2014
Emma Baer	Mainstreet Trust Promissory Note	\$250,000	5/29/2014
Emma Baer	Mainstreet Trust Promissory Note	\$250,000	7/1/2014
Emma Baer	Mainstreet Trust Promissory Note	\$250,000	8/14/2014
Emma Baer	Mainstreet Trust Promissory Note	\$50,050	9/30/2014
Emma Baer	Mainstreet Trust Promissory Note	\$25,000	10/30/2015
Emma Baer	Mainstreet Trust Promissory Note	\$47,000	1/13/2016
Total Emma Mainstreet Note #2		\$1,772,050	
Emma Baer	Gardens/Sprucehead Promissory Note	\$250,000	12/22/2014
Emma Baer	Gardens/Sprucehead Promissory Note	\$250,000	1/27/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$250,000	6/11/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$50,000	7/27/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$140,000	8/10/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$100,000	8/27/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$6,000	10/30/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$150,000	11/13/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$50,000	12/14/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$4,000	12/30/2015
Emma Baer	Gardens/Sprucehead Promissory Note	\$3,000	1/13/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$50,000	1/13/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$40,000	2/9/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$28,000	2/26/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$100,000	4/15/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$100,000	4/27/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$35,000	6/14/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$135,000	6/17/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$10,000	7/28/2016
Emma Baer	Gardens/Sprucehead Promissory Note	\$75,000	8/12/2016
Total Emma Gardens/Sprucehead Note #3		\$1,826,000	
Total Emma Baer ²		\$3,898,050	
Longfellow Venture Partners	Promissory Note ¹	\$300,000	12/26/2012
Longfellow Venture Partners	Promissory Note ²	\$400,000	5/1/2013
Total LVP Note #1		\$700,000	
Longfellow Venture Partners	Promissory Note	\$250,000	11/22/2013
Longfellow Venture Partners	Promissory Note	\$250,000	4/14/2014

<u>Entity</u>	<u>Investment Type</u>	<u>Amount</u>	<u>Date</u>
Longfellow Venture Partners	Promissory Note	\$50,000	2/18/2015
Longfellow Venture Partners	Promissory Note	\$200,000	3/11/2015
Longfellow Venture Partners	Promissory Note	\$125,000	4/7/2015
Longfellow Venture Partners	Promissory Note	\$25,000	4/17/2015
Longfellow Venture Partners	Promissory Note	\$75,000	9/29/2015
Longfellow Venture Partners	Promissory Note	\$50,000	11/4/2015
Longfellow Venture Partners	Promissory Note	\$50,000	1/13/2016
Longfellow Venture Partners	Promissory Note	\$100,000	1/28/2016
Longfellow Venture Partners	Promissory Note	\$80,000	2/12/2016
Longfellow Venture Partners	Promissory Note	\$10,000	2/26/2016
Longfellow Venture Partners	paid by the Family LLC	\$100,000	3/4/2016
Longfellow Venture Partners	paid by the Family LLC	\$100,000	3/29/2016
Longfellow Venture Partners	Promissory Note	\$100,000	4/15/2016
Longfellow Venture Partners	Promissory Note	\$60,000	5/13/2016
Longfellow Venture Partners	Promissory Note	\$65,000	5/26/2016
Longfellow Venture Partners	Promissory Note	\$100,000	9/8/2016
Longfellow Venture Partners	Promissory Note	\$100,000	9/15/2016
Longfellow Venture Partners	Promissory Note	\$25,000	9/26/2016
Longfellow Venture Partners	Promissory Note	\$100,000	11/28/2016
Longfellow Venture Partners	Promissory Note	\$100,000	12/12/2016
Longfellow Venture Partners	Promissory Note	\$80,000	12/21/2016
Longfellow Venture Partners	Promissory Note	\$75,000	1/12/2017
Longfellow Venture Partners	Promissory Note	\$75,000	5/11/2017
Longfellow Venture Partners	Promissory Note	\$13,800	12/19/2017
Longfellow Venture Partners	Promissory Note	\$100,000	1/3/2018
Longfellow Venture Partners	Promissory Note	\$12,000	1/25/2018
Longfellow Venture Partners	Promissory Note	\$105,000	2/5/2018
Longfellow Venture Partners	Promissory Note	\$115,000	4/6/2018
Longfellow Venture Partners	Promissory Note	\$105,000	6/7/2018
Longfellow Venture Partners	Promissory Note	\$85,000	7/6/2018
Longfellow Venture Partners	Promissory Note	\$90,000	8/8/2018
Longfellow Venture Partners	Promissory Note	\$23,000	10/11/2018
Longfellow Venture Partners	Promissory Note	\$71,000	12/7/2018
Longfellow Venture Partners	Promissory Note	<u>\$79,000</u>	1/7/2019
Total LVP Note #2		\$3,143,800	

Pelmea	Promissory Note	\$200,000	10/14/2014
Pelmea	Promissory Note	\$250,000	11/7/2014
Pelmea	Promissory Note	\$125,000	4/7/2015
Pelmea	Promissory Note	\$250,000	5/11/2015
Pelmea	Promissory Note	\$60,000	7/27/2015
Pelmea	Promissory Note	\$100,000	9/11/2015
Pelmea	Promissory Note	\$100,000	10/13/2015
Pelmea	Promissory Note	\$39,000	10/30/2015
Pelmea	Promissory Note	\$100,000	11/30/2015
Pelmea	Promissory Note	\$50,000	12/14/2015
Pelmea	Promissory Note	\$96,000	12/30/2015
Pelmea	Promissory Note	\$21,000	2/12/2016
Pelmea	Promissory Note	\$32,000	2/26/2016
Pelmea	Promissory Note	\$25,300	3/1/2016

<u>Entity</u>	<u>Investment Type</u>	<u>Amount</u>	<u>Date</u>
Pelmea	Promissory Note	\$50,000	5/18/2016
Pelmea	Promissory Note	\$30,000	6/14/2016
Pelmea	Promissory Note	\$50,000	7/13/2016
Pelmea	Promissory Note	\$100,000	7/15/2016
Pelmea	Promissory Note	\$25,000	8/4/2016
Pelmea	Promissory Note	\$75,000	8/25/2016
Pelmea	Promissory Note	\$100,000	10/11/2016
Pelmea	Promissory Note	\$115,000	10/24/2016
Pelmea	Promissory Note	\$100,000	11/15/2016
Pelmea	Promissory Note	\$100,000	1/25/2017
Pelmea	Promissory Note	\$80,000	2/9/2017
Pelmea	Promissory Note	\$70,000	2/22/2017
Pelmea	Promissory Note	\$75,000	3/10/2017
Pelmea	Promissory Note	\$75,000	3/28/2017
Pelmea	Promissory Note	\$62,500	4/11/2017
Pelmea	Promissory Note	\$62,500	4/25/2017
Pelmea	Promissory Note	\$75,000	5/30/2017
Pelmea	Promissory Note	\$62,500	6/12/2017
Pelmea	Promissory Note	\$62,500	6/27/2017
Pelmea	Promissory Note	\$107,000	7/11/2017
Pelmea	Promissory Note	\$105,000	8/2/2017
Pelmea	Promissory Note	\$108,000	9/6/2017
Pelmea	Promissory Note	\$122,000	10/10/2017
Pelmea	Promissory Note	\$126,000	11/4/2017
Pelmea	Promissory Note	\$100,000	12/13/2017
Pelmea	Promissory Note	\$115,000	3/5/2018
Pelmea	Promissory Note	<u>\$80,000</u>	5/2/2018
Total Pelmea Note #3		\$3,681,300	

Note #5

George Conrades Rev Trust	Promissory Note	\$85,000	9/7/2018
George Conrades Rev Trust	Promissory Note	\$29,000	10/11/2018
George Conrades Rev Trust	Promissory Note	\$55,000	11/6/2018
George Conrades Rev Trust	Promissory Note	\$35,000	2/11/2019
George Conrades Rev Trust	Promissory Note	\$80,000	3/11/2019
George Conrades Rev Trust	Promissory Note	\$99,000	4/8/2019
George Conrades Rev Trust	Promissory Note	\$99,000	5/8/2019
George Conrades Rev Trust	Promissory Note	\$95,000	6/11/2019
George Conrades Rev Trust	Promissory Note	\$110,000	7/10/2019
George Conrades Rev Trust	Promissory Note	\$100,000	8/7/2019
George Conrades Rev Trust	Promissory Note	\$100,000	9/9/2019
George Conrades Rev Trust	Promissory Note	\$110,000	10/7/2019
George Conrades Rev Trust	Promissory Note	\$135,000	11/8/2019
George Conrades Rev Trust	Promissory Note	\$140,000	12/12/2019
George Conrades Rev Trust	Promissory Note	\$155,000	1/7/2020
George Conrades Rev Trust	Promissory Note	\$140,000	2/12/2020
George Conrades Rev Trust	Promissory Note	\$45,000	3/11/2020
George Conrades Rev Trust	Promissory Note	\$115,000	4/13/2020
George Conrades Rev Trust	Promissory Note	\$130,000	6/8/2020
George Conrades Rev Trust	Promissory Note	\$145,000	7/14/2020

<u>Entity</u>	<u>Investment Type</u>	<u>Amount</u>	<u>Date</u>
George Conrades Rev Trust	Promissory Note	\$130,000	8/11/2020
George Conrades Rev Trust	Promissory Note	\$235,000	9/11/2020
George Conrades Rev Trust	Promissory Note	\$125,000	10/9/2020
George Conrades Rev Trust	Promissory Note	\$180,000	11/9/2020
George Conrades Rev Trust	Promissory Note	\$160,000	12/10/2020
George Conrades Rev Trust	Promissory Note	\$165,000	1/12/2021
George Conrades Rev Trust	Promissory Note	\$155,000	2/9/2021
George Conrades Rev Trust	Promissory Note	\$155,000	4/8/2021
George Conrades Rev Trust	Promissory Note	\$150,000	5/13/2021
George Conrades Rev Trust	Promissory Note	\$165,000	6/8/2021
George Conrades Rev Trust	Promissory Note	\$50,000	7/15/2021
George Conrades Rev Trust	Promissory Note	\$155,000	8/11/2021
George Conrades Rev Trust	Promissory Note	\$135,000	9/10/2021
George Conrades Rev Trust	Promissory Note	\$150,000	10/12/2021
George Conrades Rev Trust	Promissory Note	\$165,000	11/8/2021
George Conrades Rev Trust	Promissory Note	\$175,000	12/7/2021
George Conrades Rev Trust	Promissory Note	\$160,000	1/10/2022
George Conrades Rev Trust	Promissory Note	\$175,000	2/7/2022
George Conrades Rev Trust	Promissory Note	\$200,000	2/28/2022
George Conrades Rev Trust	Promissory Note	\$200,000	4/11/2022
George Conrades Rev Trust	Promissory Note	\$260,000	5/5/2022
George Conrades Rev Trust	Promissory Note	\$250,000	6/7/2022
George Conrades Rev Trust	Promissory Note	\$235,000	7/8/2022
George Conrades Rev Trust	Promissory Note	\$190,000	8/9/2022
George Conrades Rev Trust	Promissory Note	\$185,000	9/9/2022
George Conrades Rev Trust	Promissory Note	\$65,000	10/11/2022
George Conrades Rev Trust	Promissory Note	\$80,000	10/28/2022
George Conrades Rev Trust	Promissory Note	\$75,000	11/14/2022
George Conrades Rev Trust	Promissory Note	\$30,000	11/29/2022
George Conrades Rev Trust	Promissory Note	\$44,896	11/29/2022
George Conrades Rev Trust	Promissory Note	\$67,000	12/9/2022
George Conrades Rev Trust	Promissory Note	<u>\$15,000</u>	1/24/2023
Total GHC Note #5		\$6,683,896	

Total Longfellow Venture Partners **\$14,208,996**

Total Investment in LinkeDrive **\$18,107,046**

Emma	\$3,898,050
Pelmea	\$3,681,300
LVP	\$3,843,800
GHC	<u>\$6,683,896</u>
	\$18,107,046