

ASSIGNMENT AGREEMENT

1. For good and valuable consideration, the receipt of which is hereby acknowledged, ArchVision, Inc., ("Assignor") a Kentucky corporation with its primary place of business located at 163 East Main Street, 3rd Floor, Lexington, Kentucky 40507, hereby assigns, transfers, and conveys to Avail, LLC, a Kentucky limited liability company with its primary place of business located at 163 East Main Street, 3rd Floor, Lexington, Kentucky 40507 ("Assignee"), all its right to and interest in the Loan Agreement and Promissory Note dated April 21, 2016, attached hereto and incorporated herein by reference, including all exhibits and documents attached thereto, between Assignor and the Lexington-Fayette Urban County Government ("LFUCG"), of 200 East Main Street, Lexington, Kentucky 40507, including (without limitation) any claims, actions, or causes of action that Assignor now has, may now have, or may in the future have against LFUCG arising out of or in connection with the assigned contract and note. Assignee hereby assumes all of the Assignor's obligations under the assigned contract and note with the exception of any obligations relating to Assignor's breach of the assigned contract and note prior to the date hereof but LFUCG retains all rights against Assignor for any breach of the assigned contract and note prior to the date of said assignment.
2. In consideration of LFUCG consenting to the assignment, Assignor hereby guarantees the full performance by Assignee of all its duties and obligations arising under the assigned contract and note. Should Assignee fail to pay to LFUCG amounts owed under the assigned contract and note as such amounts become due, Assignor agrees that it shall be fully liable for such amounts immediately and automatically upon Assignee's failure to pay. Assignor warrants that it has not breached the attached contract and note and that it is in full compliance with all the terms and conditions of the contract and note at the time of this assignment's execution.
3. Assignor and Assignee agree that Assignee may not satisfy any part of its obligation to create and maintain eleven full-time jobs, as provided in the assigned contract, by hiring or employing individuals who are currently or have ever been employed by ArchVision, or any of its corporate predecessors in interest. Upon request, Assignor and Assignee shall provide LFUCG with complete and accurate records of those employees currently employed by Assignor and Assignee respectively, and shall identify on such records, in writing, those employees of Assignee who are also, or have previously been, employed by Assignor. Assignor and Assignee shall make reasonable, good faith efforts to provide any additional information LFUCG may require to verify Assignor and Assignee's full compliance with this Assignment Agreement.
4. This assignment shall be governed, construed, and enforced in accordance with the laws of Kentucky. Any action related to or arising from this assignment shall be brought in the court of appropriate jurisdiction in Fayette County, Kentucky.

ARCHVISION, INC. (Assignor)

Signature: *Randall S. Stevens*

Printed Name: Randall S. Stevens

Position: CEO

Date: 6/21/16

STATE OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing Assignment Agreement was subscribed, sworn to, and acknowledged before me by *Randall S. Stevens*, as CEO of ArchVision, Inc., for and on behalf of ArchVision, Inc., on this 21 day of July, 2016. My commission expires: Oct 30, 2016

Allian Herald
NOTARY PUBLIC ID 475732
State-at-Large, Kentucky

AVAIL, LLC (Assignee)

Signature: *Randall S. Stevens*

Printed Name: Randall S. Stevens

Position: CEO

Date: 6/21/16

STATE OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing Assignment Agreement was subscribed, sworn to, and acknowledged before me by *Randall S. Stevens*, as CEO of Avail, LLC, for and on behalf of Avail, LLC, on this 21 day of July, 2016. My commission expires: Oct 30, 2016

Allian Herald
NOTARY PUBLIC
475732

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Signature: [Handwritten Signature]
Printed Name: Jim Gray
Position: Mayor
Date: 5-Jul-2016

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Assignment Agreement was subscribed, sworn to, and acknowledged before me by Jim Gray as Mayor of the Lexington-Fayette Urban County Government for and on behalf of the Government on this 3rd day of August, 2016.

My commission expires: 28-Dec-2019

[Handwritten Signature] #547793
NOTARY PUBLIC