

EXHIBIT 2

Asset Purchase Agreement

Execution Copy

ASSET PURCHASE AGREEMENT

by and among

THORSDALE FIDUCIARY AND GUARANTY COMPANY LTD

as Seller

FUND ALLIANCE CORPORATION

as Buyer

February 21, 2014

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 21, 2014 is made and entered into by and among **THORSDALE FIDUCIARY AND GUARANTY COMPANY LTD**, a Nevada limited liability company ("Seller") and **FUND ALLIANCE CORPORATION**, a Hawaii corporation ("FAC" or "Buyer"). The Seller and the Buyer are sometimes individually referred to as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them as set forth on Annex I hereto.

WHEREAS, Seller is engaged in, among other things, the investment business and trust services (the "Business");

WHEREAS, Seller desires to sell to FAC, and FAC or a newly formed wholly-owned acquisition subsidiary of FAC (individually and collectively hereinafter referred to as the "Buyer"), desires to purchase from Seller, all of the Purchased Assets (as further set forth herein), upon the terms, in the manner and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I. SALE AND PURCHASE OF PURCHASED ASSETS.

1.1 Purchased Assets. Upon the terms and subject to the conditions contained herein, the Buyer agrees to purchase from Seller at Closing, and Seller agrees to sell, grant, convey, assign, transfer and deliver to Buyer at the Closing, all of Seller's right, title, and interest in and to all and not less than all of the Purchased Assets set forth below that relate *solely* to the Business. Such Purchased Assets relating to the Business shall be conveyed to Buyer, free and clear of all encumbrances. As used herein, the term "Purchased Assets" shall mean, and shall be limited to, all of the assets, properties and rights owned or possessed by the Seller, of every type and description, including real, personal and mixed, tangible and intangible, that are owned, leased, licensed or otherwise used by Seller or any Affiliate of Seller, and wherever located and whether or not reflected on the books and records of Seller; provided, that the Purchased Assets shall (i) only be assets, properties and rights owned or possessed by the Seller to the extent that the same relate *solely* to the Business, and (ii) shall not include any other assets, properties or rights owned, leased or otherwise used or possessed by Seller, including, without limitation, those items, assets or properties listed in Section 1.2 hereof (the "Excluded Assets"). The Purchased Assets shall include, and shall be limited to, the following items, to the extent such items apply solely to the Business of Seller and exist on the Closing Date:

(a) All accounts receivable and other rights to receive payment from the marketing, sale, licensing of products or services of the Business (the "Receivables");

(b) all marketing information and promotional materials and files and any copies thereof including, without limitation, all market research, product and service feedback, product and service reviews, and focus group materials, in each case, in any and all media related solely to the Business;

(d) all rights, title and interest in, and claims under all Contracts and agreements relating to the Business set forth on Schedule 1.1(d), (collectively, the "Assumed Contracts");

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- (e) all tangible computers, furniture, fixtures and other machinery and equipment listed on Schedule 1.1(e) hereto that relate to the Business (collectively, the “Equipment”);
- (f) all Intellectual Property owned, used, leased or licensed by Seller related to the Business;
- (g) all books and records of Seller related to the Business, including, but not limited to, such items stored in computer or by any other means or media;
- (h) all customer and vendor lists relating to customers and vendors of the Business, as well as the originals of all Assumed Contracts (or copies of the Assumed Contracts if originals are not available) and copies of all customer correspondence;
- (i) to the extent transferable, all Permits, if any, relating to or maintained as part of the operations of the Business, including all right, title and interest in all security deposits, customer deposits, surety deposits and bonds presently maintained on behalf of Seller, if any, which relate to the Assumed Contracts;
- (j) all lists and records relating to prospects and sales of the Business including, but not limited to, sales forecasts, sales pipeline and sales tracking information, whether stored in computer or by any other means or media;
- (k) any right, claim or cause of action of Seller, whether known or unknown, against any third party relating to Seller’s operation of the Business prior to the Closing;
- (l) all rights under all leases, licenses and other agreements relating to the Business, including those leases, licenses and related agreements listed on Schedule 1.1(m) hereto (the “Assumed Leases and Licenses”) and all rights thereunder; and
- (m) the goodwill and value of the Business as a going concern.

On the Closing Date, the Seller shall sell, transfer and assign (collectively, “Transfer”) all of the Purchased Assets to Buyer free and clear of any and all Liens other than the Permitted Encumbrances. In confirmation of the foregoing Transfer, Seller shall execute and deliver to Buyer at the Closing a Bill of Sale in the form of Exhibit A hereto (the “Bill of Sale”) and such other instruments and assignments as may be reasonably requested by Buyer necessary to convey to Buyer, or evidence in Buyer, good title to the Purchased Assets.

1.2 Excluded Assets. Anything in Section 1.1 to the contrary notwithstanding, there shall be excluded from the assets, properties, rights and the Business to be transferred to Buyer hereunder (a) all other assets, properties and rights of Seller that do not relate *exclusively* to the Business, (b) all original books and records of Seller, including but not limited to minute books of Seller, equity records, the equity interests of Seller and any certificates relating to such interests, financial statements, journals, ledgers, correspondence, customer records, employment records for the employees of Seller; (c) books of account and other records of Seller which are required by Law to be kept in Seller’s possession, including but not limited to Tax Returns; and (d) any asset of Seller not pertaining to or required for the operation of the Business as it is conducted on the Closing by Seller, including, but not limited to, the assets listed on Schedule 1.2 (collectively, the “Excluded Assets”).

1.3 Shared Assets. To the extent that any assets, properties and rights of Seller are used both in connection with the operation of the Business and the other business activities of Seller included within the Excluded Assets (the "Shared Assets"), Seller hereby agrees to grant Buyer a non-exclusive perpetual royalty free right and license to use such Shared Assets, but only in connection with Buyer's operation of the Business following the Closing Date.

1.4 Assumed Liabilities. In addition to the Purchase Price, on the Closing Date the Buyer shall assume and be responsible for only the liabilities and obligations set forth below in this Section 1.4, as the same shall exist on the Closing Date (collectively, the "Assumed Liabilities"):

(a) all of the specific accounts payable and accrued expenses relating to solely to the Business that are listed on Exhibit E annexed hereto and made a part hereof (the "Assumed Payables and Expenses");

(b) all Liabilities and obligations under the Assumed Contracts relating to the Business from and after the Closing Date;

(c) all Liabilities and obligations under the Assumed Leases and Licenses relating to the Business from and after the Closing Date;

(d) any product Liability claims or other actions at law or in equity related to product defect or otherwise related to or arising from the Business for all periods following the Closing Date; and

(e) except for the Excluded Liabilities, all other Liabilities and obligations in connection with the operation of the Business incurred in the Ordinary Course from and after the Closing Date.

The specific liabilities to be assumed by Buyer pursuant to this Section 1.4 are hereinafter sometimes collectively referred to as the "Assumed Liabilities".

1.5 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, express or implied (i) except for the Assumed Liabilities expressly set forth in Section 1.4, Buyer shall not assume or become liable for any other debt, obligations, Indebtedness or other liabilities or obligations of Seller or any Affiliate of Seller, whether or not such liabilities are required to be set forth on a balance sheet prepared in accordance with GAAP, arise under any employment agreement or other Contract or writing (other than the specific Assumed Contracts or Assumed Leases and Licenses referred to in Sections 1.1(d) and 1.1(l) and the schedules thereto) or result from any contingencies or claims of any third person, firm, entity or Governmental or Regulatory Authority; and (ii) Seller shall remain solely responsible for all liabilities and obligations not expressly assumed by Buyer under this Agreement as Assumed Liabilities.

1.6 Closing.

(a) Time and Place of Closing. Assuming the proper execution and delivery of the Agreement and the execution and delivery of Transaction Documents simultaneously with the execution and delivery of this Agreement (or as soon as reasonably practical thereafter), and the payment of the Purchase Price, this transaction shall be deemed closed (the "Closing"), and the date and time of the completion of the foregoing shall be deemed the "Closing Date." The Closing may take place via the electronic exchange of documents and signatures, and the Parties will endeavor to cause all document

execution and transfers required to complete this Agreement to be completed on or about the date of execution and delivery of this Agreement and, in all events, within 21 days of the execution and delivery of this Agreement. The Parties acknowledge and agree that (i) all proceedings at the Closing shall be deemed to be taken and all documents to be executed and delivered by all Parties at the Closing shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed or delivered, and (ii) that the Closing shall be deemed to have taken place at the offices of Hunter Taubman Weiss LLP, 16 State Street, Suite 2000, New York, New York 10004, unless another place or manner is agreed to in writing by the parties hereto, or remotely via the exchange of documents and signatures in PDF format or by facsimile. The Closing shall be deemed to occur at 12:01 a.m. on the Closing Date.

(b) Seller's Closing Deliverables. At the Closing, Seller shall deliver or cause to be delivered to Buyer, the following:

(i) a Bill of Sale which shall include assignment of all the Purchased Assets relating to the Business, including the Assumed Contracts, in the form of **Exhibit A** hereto;

(ii) an intellectual property assignment agreement in the form attached hereto as **Exhibit B** (the "IP Assignment");

(iii) an assignment and assumption agreement in the form attached hereto as **Exhibit C** (the "Assumption Agreement");

(iv) a certificate from the Secretary of Seller, certifying as to (i) the resolutions adopted or other written records of the actions taken by the Board of Directors of Seller approving the transactions contemplated by this Agreement and (ii) the incumbency of each individual signing this Agreement and the Transaction Documents on behalf of Seller;

(v) a certificate from the Secretary of State of the State of Hawaii, dated as of a recent date prior to Closing, certifying as to Seller's good standing; and

(vi) Seller shall, upon request, have delivered to Buyer such other instruments or documents as may be necessary or appropriate to carry out the transactions contemplated by this Agreement or the Transaction Documents.

(c) Buyer's Closing Deliverables. At the Closing, Buyer shall deliver or cause to be delivered to Seller, the following:

(i) a counterpart to the Assumption Agreement;

(ii) a counterpart to the IP Assignment;

(iii) a duly executed and recorded copy of the Certificate of Designations in the form annexed hereto as **Exhibit D** and as referred to in Section 2.3 of this Agreement;

(iv) a certificate from the Secretary of Buyer, certifying as to (A) the resolutions adopted or other written records of the actions taken by the Board of Directors of Buyer

approving the transactions contemplated by this Agreement and (B) the incumbency of each individual signing this Agreement and the Transaction Documents on behalf of Buyer;

(v) a certificate from the Secretary of State of the State of Hawaii, dated as of a recent date prior to Closing, certifying as to Buyer's good standing; and

(vi) Buyer shall, upon request, have delivered to Seller such other instruments or documents as may be necessary or appropriate to carry out the transactions contemplated by this Agreement or the Transaction Documents.

ARTICLE II. CONSIDERATION AND PAYMENT

2.1 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be the sum of (a) Five Million Five Hundred Thousand Dollars (\$5,500,000), plus (b) the Buyer's payment of accrued legal expense not to exceed \$50,000.

2.2 Payment of Purchase Price. The Purchase Price shall be payable in full on the Closing Date, by the delivery to the Seller, or its designees, of (a) \$1,000,000 in cash by wire transfer of immediately available funds to an account designated by Seller, and (b) \$4,000,000 of Series A convertible preferred stock of the Buyer (the "Series A Preferred Stock"), and (c) \$500,000 due upon closing of a debt or equity financing of more than \$2,500,000 (the "Deferred Payment").

2.3 Terms of Series A Preferred Stock. The Series A Preferred Stock shall (a) pay a 4% (b) be senior to all other equity securities of Buyer and subordinated to not more than \$5,000,000 of indebtedness of Buyer, (c) entitle the holder to one seat on the board of directors of Buyer, and (d) be convertible into 20% of the "fully-diluted common stock" (as defined) of the Buyer immediately prior to the consummation of "Conversion Event," defined to mean a "Qualified IPO" (as defined) or another "Qualified Financing" (as defined) of the Buyer, all as set forth in the certificate of designations of the rights, preferences and privileges of the Series A Preferred Stock annexed hereto as **Exhibit D** and made a part hereof (the "Certificate of Designations").

2.4 Allocation of Purchase Price. Seller and Buyer mutually agree to report the allocation of the Purchase Price ("Allocation") (i) as provided in Section 1060 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder and (ii) as set forth on Schedule 2.4 annexed hereto (the "Allocation Regulations"). The Parties also mutually agree to prepare and file all income Tax Returns (including, but not limited to IRS Form 8594) in a manner consistent with the Allocation Regulations. Neither Buyer nor Seller shall take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Allocation required by the Allocation Regulations unless required to do so by applicable Law. Any adjustments to the Purchase Price pursuant to this Agreement shall result in an adjustment to the Allocation to reflect the proportionate change amongst those classes of assets (or assets that correspond to the liabilities), including, without limitation, goodwill, that caused the adjustment to the Purchase Price and Buyer and Seller shall file supplemental Forms 8594 consistent with such adjustments.

**ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer, as of the date hereof (except as to any representation or warranty which specifically relates to another date), as follows, *provided, however*, that each such representations and warranties are qualified by the actual Knowledge of Buyer and the disclosure schedules of Seller, which set forth certain disclosures concerning Seller (provided that any fact or item disclosed with respect to one representation or warranty shall be deemed to be disclosed with respect to each other representations or warranty, but only to the extent that the applicability of such fact or item with respect to such other representation or warranty can reasonably be inferred from the disclosure with respect to such fact or item contained in the disclosure schedules of Seller):

3.1 Due Organization and Qualification. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Hawaii, and has the power and lawful authority to own, lease and operate its assets, properties and business and to carry on the Business as now conducted. Seller is qualified to transact business and in good standing in each jurisdiction in which the nature of its business or location of its property requires such qualification.

3.2 Authority to Execute and Perform Agreements. Seller has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and the "*Transaction Documents*" to which it is a party and to perform fully its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Documents to which it is a party by Seller and the consummation by Seller of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action, and no other proceedings on the part of Seller are necessary to authorize this Agreement and the Transaction Documents or to consummate the transactions so contemplated. This Agreement and the Transaction Documents have all been duly executed and delivered and are the valid and binding obligations of Seller enforceable against Seller in accordance with their terms, except as may be limited by bankruptcy, moratorium, insolvency or other similar laws generally affecting the enforcement of creditors' rights.

3.3 Tax Matters.

(a) The tax identification number for Seller is 45-3363813.

(b) All Tax Returns with respect to the Purchased Assets or income attributable therefrom that are required to be filed before the Closing Date, have been or will be filed, the information provided on such Tax Returns is or will be complete and accurate in all material respects, and all Taxes shown to be due on such Tax Returns have been or will be paid in full, to the extent that a failure to file such Tax Returns or pay such Taxes, or an inaccuracy in such Tax Returns, could result in Buyer being liable for such Taxes or could give rise to a Lien on the Purchased Assets.

(c) There is no pending or, to Seller's Knowledge, threatened action, audit, proceeding, or investigation by any taxing authority with respect to the assessment or collection of Taxes of Seller or any member of its Affiliated Group.

3.4 Compliance with Laws; Permits.

(a) To Seller's Knowledge, Seller has not violated Laws, which violation has had or is reasonably expected to have a material adverse effect on Buyer's use of the Purchased Assets. To the

Knowledge of Seller, the Seller has not made any illegal payment to officers or employees of any Governmental or Regulatory Authority, or made any payment to customers for the sharing of fees or to customers or suppliers for rebating of charges, or engaged in any other reciprocal practices that violate any Laws, or made any illegal consideration to purchasing agents or other representatives of customers in respect of sales made or to be made by Seller.

(b) No Permit is material or necessary for the conduct of the Business.

(c) To the Knowledge of Seller, neither the Seller nor any other Person associated with or acting on behalf of the Business has directly or indirectly (x) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, domestic or foreign, regardless of form, whether in money, property, or services (i) in violation of any Law, or (ii) to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns, (y) violated any applicable export control, money laundering or anti-terrorism Law, or otherwise taken any action that would be in violation of the Foreign Corrupt Practices Act of 1977, as amended, or (z) established or maintained any fund or asset with respect to the Business that has not been recorded in its books and records.

3.5 No Breach. Subject to obtaining the Required Consents and the assumption of the Assumed Contracts, Seller's execution, delivery and performance of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby will not violate, conflict with or otherwise result in the breach or violation of any of the terms and conditions of, result in a modification of the effect of or constitute (or with notice or lapse of time or both would constitute) a default under (a) Seller's articles of incorporation or bylaws; (b) any Contract to which Seller is a party or by or to which it or any of the Purchased Assets are bound or subject; (b) any Law or Order against, or binding upon or applicable to Seller or the Purchased Assets; or (d) any Permit.

3.6 Litigation. Except as set forth on Schedule 3.6, to the Knowledge of Seller there are no outstanding Orders against or involving Seller applicable to the operations of the Business, the Purchased Assets or the Assumed Liabilities. Except as set forth on Schedule 3.6, Seller is not now, nor has it been during the one (1) year prior to the date hereof, a party to or, to Seller's Knowledge threatened (in writing) with any Legal Proceeding applicable to the operations of the Business. Except as set forth on Schedule 3.6, there is no dispute with any Person under Contract with Seller in connection with the operations of the Business. None of the Legal Proceedings set forth on Schedule 3.6, individually or together with any other, will result in a Material Adverse Change applicable to the operations of the Business. Except as set forth on Schedule 3.6, to Seller's Knowledge, there is no fact, event or circumstance that may give rise to any Legal proceeding that would be required to be set forth on Schedule 3.6 if currently pending or threatened in writing. There are no Legal Proceedings pending or, to Seller's Knowledge, threatened in writing that would give rise to any right of indemnification on the part of any past or present director or officer of Seller or the heirs, executors or administrators of such director or officer against Seller or any successor to the Business.

3.7 Employment Matters. The Seller is not a party to any employment agreements or collective bargaining agreements and to the Seller's Knowledge, there are no union efforts or activities in existence or threatened by any labor organization to organize the employees of the Seller. There are no strikes, lockouts or other labor activities in existence or, to the Seller's Knowledge, threatened.

3.8 Title. Seller owns outright and has good and marketable title to, or a valid leasehold interest in, all of the Purchased Assets free and clear of all Encumbrances. On the Closing

Date, Seller will transfer to Buyer good and marketable title to, or a valid leasehold interest in, the Purchased Assets, free and clear of all Encumbrances except for the Permitted Encumbrances.

3.9 Intellectual Property.

(a) Schedule 3.11(a) sets forth, with respect to the Seller or any Affiliate of Seller relating to the Business, a complete and accurate list of all "Intellectual Property" (as that term is defined on Annex 1 to this Agreement) which is owned, licensed, leased or otherwise used by the Seller.

(b) Except as set forth on Schedule 3.11:

(i) The Seller owns, or has a valid right to use, free and clear of all Liens, all of the Intellectual Property. The Seller is listed in the records of the appropriate United States, state, or foreign registry as the sole current owner of record for each application and registration listed on Schedule 3.8.

(ii) The Intellectual Property owned by the Seller, and to the Knowledge of the Seller, any Intellectual Property used by the Seller, is subsisting, in full force and effect, has not been cancelled, expired, or abandoned, and is valid and enforceable.

(iii) There is no pending or, to the Knowledge of the Seller threatened, claim, suit, arbitration or other adversarial Legal Proceeding before any court, agency, arbitral tribunal, or registration authority in any jurisdiction (A) involving the Intellectual Property owned by the Seller, or, to the Knowledge of the Seller, the Intellectual Property licensed to the Seller, (B) alleging that the activities or the conduct of the Business do, or will, infringe upon, violate or constitute the unauthorized use of the intellectual property rights of any third party or (C) challenging the ownership, use, validity, enforceability or registrability of any Intellectual Property owned by the Seller.

(iv) The conduct of the Business does not infringe upon (either directly or indirectly such as through contributory infringement or inducement to infringe) any intellectual property rights owned or controlled by any third party. To the Knowledge of the Seller, no third party is misappropriating, infringing, or violating any Intellectual Property owned or used by the Seller and no such claims, suits, arbitration or other adversarial proceedings which have been brought against any third party by the Seller remain unresolved.

(c) The consummation of the Agreement and the transactions contemplated hereby will not result in the loss or impairment of the Buyer's right to own or use any of the Intellectual Property, nor will it require the consent of any Authority or third party in respect of any such Intellectual Property.

3.10 Full Disclosure. To the Seller's Knowledge, all documents and other papers delivered to Buyer by or on behalf of Seller in connection with this Agreement and the transactions contemplated hereby are true, complete and authentic. To the Seller's Knowledge, such documents and this Agreement do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to make the statements made, in the context in which made, not false or misleading.

3.11 No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other

commission in connection therewith based on any agreement, arrangement or understanding with Seller or any action taken by Seller.

3.12 Fair Value. Seller represents that, to the best of Seller's Knowledge, the Purchase Price set forth herein represents the "fair value" for the Purchased Assets and that such determination has been made based upon, among other factors, current and anticipated market conditions.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof (except as to any representation or warranty which specifically relates to another date) and as of the Closing Date, as follows:

4.1 Due Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has the corporate power and lawful authority to own its assets and properties and to carry on its business as now conducted.

4.2 Authority Relative to this Agreement and Transaction Documents. Buyer has the full corporate power and authority to execute and deliver this Agreement and any Ancillary Agreement to which it is a party, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and any Ancillary Agreement to which it is a party by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate Seller action, and no other corporate Seller proceedings on the part of Buyer is necessary to authorize this Agreement or any Ancillary Agreement to which it is a party or to consummate the transactions so contemplated. This Agreement and the Transaction Documents to which it is a party have been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery by Seller, constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms subject to the effect of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other Laws affecting creditor's rights generally and general equitable principles.

4.3 No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection therewith based on any agreement, arrangement or understanding with Buyer or any action taken by Buyer.

4.4 Capital Structure.

(a) As at the Closing Date, Buyer shall be authorized pursuant to the Certificate of Incorporation to issue an aggregate of 1,000 shares of capital stock, consisting of 1,000 shares of common stock, no par value per share (the "Buyer Common Stock") and shall, prior to the Deferred Payment, amend its Articles, and take whatever other actions are necessary, to authorize up to 10,000,000 shares of preferred stock, no par value per share, which may be issued containing such rights, privileges and designations as the board of directors of Buyer may determine (the "Buyer Preferred Stock"). As of the Closing Date, there shall be \$1,000,000 of convertible debt issued to mbloom Fund I LLC.

(b) All of the issued and outstanding shares of Buyer Common Stock are owned of record and beneficially and on the Closing Date will be owned of record and beneficially by the

Persons set forth on Schedule 4.4 hereto (the “*Buyer Stockholders*”) and no shares of Preferred stock are currently issued and outstanding and except for the Series A Preferred Stock no other shares of Preferred Stock shall be issued and outstanding on the Closing Date.

(c) Immediately prior to the Closing Date the Fully-Diluted Buyer Common Stock shall consist of an aggregate of 100 shares of Buyer Common Stock and 4,000,000 shares of Series A Preferred Stock of which 4,000,000 shares of Series A Preferred Stock shall be issued to the Seller on the Closing Date pursuant to the Certificate of Designations. Except as set forth on Schedule 4.4 hereto, there are no other shares of Buyer Common Stock issuable upon conversion into Buyer Common Stock of any outstanding notes or preferred stock or upon exercise of any options, warrants or rights to purchase or receive Buyer Common Stock.

ARTICLE V. ADDITIONAL COVENANTS AND AGREEMENTS

5.1 Expenses of Sale; Transfer Taxes. The parties to this Agreement shall each bear their respective direct and indirect expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby, whether or not the transactions contemplated hereby and thereby are consummated, including, but not limited to, all fees and expenses of brokers, agents, representatives, counsel and accountants. Any and all Taxes of a Governmental or Regulatory Authority imposed on Seller resulting from the sale, assignment, transfer and delivery hereunder of the Purchased Assets shall be paid by Seller and Seller shall prepare and timely file all Tax Returns relating to such Taxes. Buyer shall file or otherwise record all transfer and assignment documents to effect the transfer of the Purchased Assets and shall be responsible for all related expenses and fees.

5.2 Forwarding Inquiries.

(a) For a period of one (1) year from the Closing Date, Seller shall forward to Buyer any e-mail, facsimile, postal mail or telephone inquiries relating to the Business. To the extent a separate phone number or mailing address is used solely for the Business, Seller shall promptly after the Closing Date file complete and adequate forwarding notices with the postal officials and appropriate telephone utilities provided by Buyer for the forwarding to Buyer of all mail and telephone calls relating to the Purchased Assets or the Business.

(b) To the extent Buyer receives any payments in respect of the Accounts Receivable, Buyer shall, on the last business day of each week, pay over to Seller an amount equal to such payment(s) together with an accounting therefore and evidence of the original payment. To the extent Seller receives any payments in respect of accounts receivable of Buyer, Seller shall, on the last business day of each week, pay over to Buyer an amount equal to such payment(s) together with an accounting therefore and evidence of the original payment.

5.3 Certain Covenants of Seller.

(a) Confidential Information. During the Restricted Period, each Restricted Party shall keep secret and retain in strictest confidence, all confidential matters relating to the Business or Buyer and its Affiliates, including, but not limited to, “know how”, trade secrets, customer lists, supplier lists, details of consultant and employment Contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, technical

processes, designs and design projects, processes, inventions, software, source codes, object codes, systems documentation and research projects and other business affairs related to the Business (collectively "Confidential Information"), and shall not disclose them to anyone outside of Buyer and its Affiliates provided, however, this covenant shall not apply to any information which is or becomes generally available to the public through no wrongful act of such Restricted Party or others. Each Restricted Party may disclose Confidential Information if required to do so in any legally required government or securities filings, legal proceedings, subpoena, civil investigative demand or other similar process; provided, that such Restricted Party (i) provides Buyer with prompt notice of such required disclosure so that Buyer may attempt to obtain a protective order, (ii) cooperates with Buyer, at Buyer's expense, in obtaining such protective order, and (iii) only discloses that Confidential Information which it is absolutely required to disclose as advised by counsel.

(b) Rights and Remedies Upon Breach. If any Restricted Party breaches, or threatens to commit a breach of, any of the provisions of this Section 5.3, (including Section 5.3(e) above) Buyer shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to Buyer under law or in equity:

(f) Specific Performance. The right and remedy to have the restrictive covenants set forth in this Section 5.3 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause immediate and irreparable injury to Buyer and that money damages alone may not provide adequate remedy to Buyer.

(g) Accounting. The right and remedy to require a Restricted Party to account for and pay over to Buyer all payments, profits, monies, accruals, increments or other benefits derived or received by a Restricted Party as the result of any transactions constituting a breach of any of the conditions and provisions of this Section 5.3.

(h) Blue Penciling. If any term or other provision of this Section 5.3 is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Section 5.3 shall nevertheless remain in full force and effect. Upon determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to, or the court making such a determination shall, modify this Section 5.3 so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(j) Joinder Agreement. On the Closing Date, the Seller shall cause the other Restricted Parties to execute and deliver a joinder agreement, in form and content reasonably satisfactory to Buyer, pursuant to which such Persons shall agree to be bound by the terms and conditions of this Section 5.3 (the "Joinder Agreement").

5.4 Further Assurances. Each of the parties shall execute such documents and other papers and perform such further acts as may reasonably be required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each of the parties shall use its reasonable efforts to fulfill or obtain the fulfillment of the conditions to Closing.

5.5 Examinations and Investigations. Buyer acknowledges that prior to the Closing Date, (a) Buyer was entitled to, through its employees and representatives, make such investigations of

the Business and such examination of the books, records and financial condition of the Business as Buyer reasonably considered necessary.

5.6 Access to Records. Each party agrees to provide the other party with reasonable access to the books and records of the other party related to the Business after the Closing Date for the purpose of preparing tax returns, defending claims or other reasonable business purposes.

5.7 Tax Cooperation. Buyer and Seller agree to furnish to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any Governmental or Regulatory Authority, and the prosecution or defense of any Legal Proceeding related to Taxes involving the Business or the Purchased Assets.

5.8 Bulk Sales Laws. To the extent applicable, the Parties hereto waive compliance with the requirements of the Bulk Sales Laws in connection with the consummation of the transactions contemplated hereby.

ARTICLE VI. INDEMNIFICATION

6.1 Survival. All representations and warranties of Seller and Buyer shall survive the execution and delivery hereof and the Closing hereunder, and all such representations and warranties shall thereafter terminate and expire with respect to any theretofore unasserted claim one (1) year following the Closing Date (and no claim for indemnification shall thereafter be made arising from any breaches of any such representations or warranties), except that (a) the representations and warranties set forth in Sections 3.3 (Tax Matters) shall survive for ninety (90) days following the applicable statute of limitations, (b) any intentional misrepresentation of which the party making such representation had knowledge prior to the Closing Date shall survive for two (2) years following the Closing Date, and (c) any misrepresentation of which the party not making such representation had knowledge prior to the Closing Date shall not survive the Closing Date but only to the extent of the party not making such representation's actual knowledge. All covenants and agreements respectively made by Seller and Buyer in this Agreement to be performed after the Closing Date shall survive the Closing and will remain in full force and effect thereafter until (a) in the case of all covenants and agreements that have specified terms or periods, until the expiration of the terms or periods specified therein; and (b) in the case of all other covenants and agreements that do not have specified terms or periods, until the fulfillment thereof.

ARTICLE VII. GENERAL PROVISIONS

7.1 Publicity. No publicity release or announcement concerning this Agreement, the Transaction Documents or the transactions contemplated hereby and thereby shall be issued without advance approval of the form and substance thereof by Seller and Buyer, except as may otherwise be required by Law (in which case the party making such release or announcement will provide concurrent or, if practicable, prior notice to the other parties hereto).

7.2 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made on (a) delivery thereof, if by hand; (b) upon receipt, if sent by mail (registered or certified mail, postage prepaid, return receipt requested); (c) on the second Business Day following deposit, if sent by a recognized overnight delivery

service; or (d) upon transmission, if sent by facsimile transmission (in each case with receipt verified by electronic confirmation), in each case as follows:

(i) if to Buyer, to:

Fund Alliance Corporation
Attn. Hugh Dunkerley
77 Ho'okele Street, Ste 101
Kahului, HI 96732

(ii) if to Seller, to:

Thorsdale Fiduciary and Guaranty
Company Ltd
Attn. Lucas Mann
11766 Wilshire Boulevard, Suite 405,
Los Angeles, California 90025

provided, that each party hereto shall promptly notify the other parties hereto of any change in its contact information, which revised contact information shall thereafter be for purposes of this Section 7.2 until further revised.

7.3 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the Transaction Documents contain the entire agreement among the parties with respect to the purchase of the Purchased Assets and related transactions and supersede all prior agreements, written or oral, with respect thereto.

7.4 Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

7.5 Exhibits and Schedules. The Exhibits and Schedules to this Agreement are a part of this Agreement as if set forth in full herein. When a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

7.6 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

7.7 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7.8 Construction and Interpretation. The parties acknowledge and agree that this Agreement has been freely negotiated and shall be deemed to have been drafted by the parties jointly. Accordingly, no court should construe any provision for or against any party as a result of such party being involved in the drafting of this Agreement.

7.9 Assignment. No party may assign or delegate all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other parties to this Agreement; provided, however, that Buyer may assign any or all of its rights, together with its obligations hereunder, to any of its Affiliates or to any successor to all or a portion of the assets of Buyer.

7.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and, except as otherwise expressly provided herein, nothing contained in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

7.11 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to, or the court making such a determination shall, modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the effect that the transactions contemplated hereby are fulfilled to the extent possible.

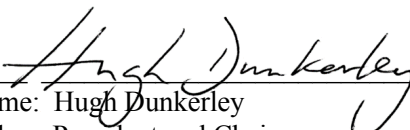
7.12 Governing Law; Forum. This Agreement and shall be governed by the laws of the State of Hawaii applicable to agreements made and to be performed within such State. The parties hereto do hereby consent and submit to the venue and jurisdiction of the State or Federal Courts residing in Hawaii as the sole and exclusive forum for such matters of disputes, and further agree that, in the event of any action or suit as to any matters of dispute among the parties, service of process may be made upon the other party by mailing a copy of the summons and/or complaint to the other party at the address set forth herein. Notwithstanding anything to the contrary contained herein, the parties may seek equitable relief, or enforce any final judgment of any such federal or state court residing in New York, in any other jurisdiction in any manner provided by applicable law.

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the date first above written.

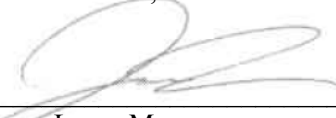
Buyer:

FUND ALLIANCE CORPORATION

By: 
Name: Hugh Dunkerley
Title: President and Chairman

Seller:

**THORSDALE FIDUCIARY AND GUARANTY
COMPANY LTD.**

By: 
Name: Lucas Mann
Title: Member and Manager

List of Exhibits

Exhibit A	Bill of Sale
Exhibit B	IP Assignment
Exhibit C	Assumption Agreement
Exhibit D	Series A Preferred Stock Certificate of Designations

Annex I
Definitions

(a) Defined Terms

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“Affiliated Group” shall mean any affiliated group within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state or local laws of which Seller is a member.

“Alternative Transaction” shall mean any (a) direct or indirect non- Ordinary Course acquisition or purchase of a material amount of the assets or any material asset of the Business or (b) merger, consolidation, business combination, capitalization, liquidation, dissolution or similar transaction involving the Business or the Purchased Assets, other than the transactions contemplated by this Agreement.

“Transaction Documents” shall mean the Bill of Sale, Assumption Agreement IP Assignment, Certificate of Designations, Secretary’s Certificate of Seller and the Secretary’s Certificate of Buyer.

“Bulk Sales Laws” means the Laws of any jurisdiction relating to bulk sales that are applicable to the sale of the Purchased Assets by Seller hereunder.

“Business Day” means a day, other than a Saturday or Sunday, on which commercial banks in New York City, New York are open for the general transaction of business.

“Capital Lease Obligation” means any lease of Equipment or other tangible or intangible Purchased Asset that is required to be capitalized under GAAP.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder, or corresponding provisions of future laws.

“Capital Stock” shall mean the collective reference to all of the shares of Buyer Common Stock and Preferred Stock authorized for issuance under Buyer’s Certificate of Incorporation.

“Contract” means any contract, agreement, license, indenture, note, bond, loan, instrument, lease, commitment, work order, task order, purchase order, statement of work, understanding or other arrangement, whether, express or implied, written or oral.

“control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interest, by contract or otherwise.

“Encumbrances” pledges, Liens, contract obligations, and other similar encumbrances.

“Fully-Diluted Buyer Common Stock” shall mean, as at any date in question, the aggregate number of shares of Buyer Common Stock that is issued and outstanding, on a fully-diluted basis, after giving effect to (a) the conversion into Buyer Common Stock of any convertible notes, convertible debentures or convertible preferred stock (including the Series A Preferred Stock referred to in Section

2.3) of Buyer, and (b) the exercise of all warrants, options or other rights to purchase or acquire shares of Buyer Common Stock.

“GAAP” shall mean U.S. generally accepted accounting principles as are in effect from time to time applied on a consistent basis both as to classification of items and amounts.

“Governmental or Regulatory Authority” means any court, tribunal, arbitrator, authority, agency, bureau, board, commission, department, official, regulator, quasi-governmental authority, or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city, town, borough, village, district or other political subdivision and shall include any stock exchange, quotation service and FINRA.

“Indebtedness” shall mean, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, or upon which interest payments are customarily made, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (d) all obligations (including, without limitation, earnout obligations) of such Person incurred, issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt and accrued expenses incurred in the ordinary course of business and due within six (6) months of the incurrence thereof) which would appear as liabilities on a balance sheet of such Person, (e) all obligations of such Person under take-or-pay or similar arrangements or under commodities agreements, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all obligations of such Person with respect to guarantees of Indebtedness of another Person, (h) the principal portion of all Capital Lease Obligations plus any accrued interest thereon, (i) all net obligations of such Person under hedging agreements, (j) the maximum amount of all letters of credit issued or bankers’ acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), (k) all preferred equity securities issued by such Person and which by the terms thereof are (at the request of the holders thereof or otherwise) subject to mandatory sinking fund payments, redemption or other acceleration at any time, (l) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product plus any accrued interest thereon, (m) all obligations of any partnership or unincorporated joint venture in which such Person is a general partner or a joint venturer and (n) obligations of such Person under non-compete agreements to the extent such obligations are quantifiable contingent obligations of such Person under GAAP principles.

“Intellectual Property” shall mean all of the following items, along with all income, royalties, damages and payments due or payable at the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof; (ii) trademarks, service marks, trade dress, logos, trade names and Seller names, together with all translations, adaptations, derivations, and combinations, including all goodwill associated therewith; (iii) copyrights, registered or unregistered and copyrightable works; (iv) domain names; (v) mask works; (vi) all registrations, applications and renewals for any of the foregoing; (vii) trade secrets, including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory and common law, and confidential information (including ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings,

specifications, designs, plans, proposals, technical data, financial, business and marketing information and plans, and customer and supplier lists, pricing and cost information, and related information); (viii) computer software and software systems (including data compilations, databases and related documentation); (ix) rights of publicity, persona rights or other rights to use indicia of any Person's personality; (x) licenses or other agreements to or from third parties regarding the foregoing; and (xi) all copies and tangible embodiments of the foregoing (in whatever form or medium).

“IRS” means the U.S. Internal Revenue Service.

“Knowledge” means the actual knowledge of any officer, executive employee or director of the Seller or Buyer, as applicable, after due inquiry.

“Laws” (or “Law” where the context requires) shall mean applicable international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative law, constitution, statute, code, ordinance, rule, regulation, requirement, standard, policy, or guidance having the force of law, treaty, judgment, order, injunction, award and decree of any kind of nature whatsoever including any judgment or principle of common law.

“Legal Proceeding” means any action, suit, litigation, investigation or judicial, administrative or arbitration inquiry or proceeding.

“Liability” means any Liability, claim, loss, damage, deficiency, obligation or responsibility, known or unknown, (whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether secured or unsecured, whether liquidated or unliquidated, and whether due or to become due), including any Liability for Taxes, other governmental charges or lawsuits brought, whether or not of a kind required by GAAP to be set forth on a financial statement.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien, claim, option, easement, deed of trust, right-of-way, encroachment, restriction on transfer (such as a right of first refusal or other similar rights), defect of title or charge of any kind, whether voluntary or involuntary, including any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction.

“Order” means any enforceable award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency, other Governmental or Regulatory Authority or by any arbitrator.

“Ordinary Course” means, with respect to any Person, in the ordinary course of that Person's business consistent with past practice, including as to the quantity, quality and frequency.

“Permits” means permits, certificates, licenses, orders, franchises, authorizations and approvals issued or granted by Governmental or Regulatory Authorities.

“Person” shall mean any person or entity, whether an individual, trustee, corporation, corporate Seller, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, governmental agency or authority or any similar entity.

“Tax Returns” shall mean all returns, declarations, reports, claims for refund, forms, estimates, information returns and statements required to be filed in respect of any Taxes to be supplied to a taxing authority in connection with any Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“*Taxes*” (or “*Tax*” where the context requires) means all federal, state, county, local, foreign and other taxes (including, without limitation, income, profits, windfall profits, environmental (including taxes under Section 59A of the Code), premium, disability, registration, license, alternative or add-on minimum, stamp, value added, goods and services, estimated, excise, sales, use, occupancy, gross receipts, franchise, ad valorem, severance, capital levy, production, transfer, withholding, employment, social security, unemployment compensation, payroll-related and property taxes, import duties and other governmental charges and assessments, including any Liability of Seller for the unpaid Taxes of any Person under Treas. Reg. §1.1502-6 (or any similar provision of state, local, or foreign law) as transferee or successor, by contract or otherwise), whether or not measured in whole or in part by net income, and including deficiencies, interest, additions to tax or interest and penalties with respect thereto relating to the assets, business or property of Seller with respect to any period or arising out of the transaction contemplated hereby.

“*Transaction Documents*” shall mean the collective reference to this Agreement, all Exhibits to this Agreement and all other certificates and instruments to be executed and delivered by the Parties on the Closing Date.

“*Treasury Regulations*” shall mean the regulations promulgated under the Code (or corresponding future Law), or corresponding future regulations.

- (b) For the purposes of this Agreement, except to the extent that the context otherwise requires:
- (i) whenever the words “include,” “includes” or “including” (or similar terms) are used in this Agreement, they are deemed to be followed by the words “without limitation”;
 - (ii) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
 - (iii) all terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;
 - (iv) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;
 - (v) if any action is to be taken by any party hereto pursuant to this Agreement on a day that is not a Business Day, such action shall be taken on the next Business Day following such day;
 - (vi) references to a Person are also to its permitted successors and assigns; and
 - (vii) the use of “or” is not intended to be exclusive unless expressly indicated otherwise.