

**THIS AGREEMENT** (the "Agreement") is made the 15th day of December 2008.

**Between:**

- (1) **David Bychkov, founder and inventor of the BT2 technology,** an individual whose address is at 7432 Emerald Drive, Manassas Virginia (hereinafter called "the Licenser") of the first part;

**And**



- (2) **BT2 International, Inc.,** a company incorporated in Nevada whose registered office is at Suite 2067, 1117 Desert Lane, Las Vegas NV 89102-0000 (hereinafter called "the Licensee") of the second part.

**WHEREAS:**

- A. The Licenser and Licensee have completed and signed a Technology License Agreement on the 8<sup>th</sup> day of June 2008.
- B. The License requires certain conditions and/or events to be met by various dates.
- C. After working together on the project, the Licenser and Licensee have mutually found these conditions and/or events and dates need to be amended.
- D. The License granted to the Licensee, is an exclusive, transferable and non-revocable right and licence to the Technology within the Territory, subject to the terms and conditions set forth therein.
- E. The Licensee has now purchased a new Delaware corporation (Clopton House Corp. to be renamed Exmove, Inc.) that is prepared to become a public company, and both parties wish to transfer certain rights and obligations from the License Agreement to this new Delaware corporation.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency are acknowledged, the parties hereby agree as follows:

All terms and conditions of the original Technology License Agreement (copy attached) shall be transferred, with the following amendments/exceptions:

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initials 

## **Article 1 Definitions**

“Field of Use” shall be amended by adding:

“ - except for use in the field of diabetes. Rights for such use in the field of diabetes shall remain with BT2 International Inc.”

## **Article 3 Fees and Grant of Equity**

This section will be deleted and replaced with the following:

Exmovere Inc. shall adopt a Royalty Policy similar to that described in Schedule 2 of the Technology License Agreement. However, Exmovere’s policy shall require the Company to allocate 5% of Category 1 revenues (BT2 sales or other product sales) and 10% of Category 2 revenues (Monthly monitoring revenue & revenue from the sale of services).

Such royalty shall be placed into a Royalty Pool. Payments from this royalty pool shall be made on a quarterly basis, within 15 days after the end of the quarter, as follows:

20 % of the pool shall be paid to BT2 International Inc.  
80% of the pool shall be paid to Exmocare LLC, et al

In the event a financing is obtained that requires dilution of the payments from this royalty pool, the parties shall dilute on a pro rata basis.

## **Schedule 2 Directors’ Resolution – Royalty Policy**

Deleted and replaced with the above.

## **Schedule 3 Milestones and Grant of Equity**

Deleted and replaced with the following:

Exmovere Inc. shall issue 15,003,000 common shares for the transferred license rights.

Such common shares shall be issued as follows:

BT2 International Inc.	2,910,000 shares
Exmocare, et al	11,640,000 shares
Belmont Partners Inc	453,000 shares


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IN WITNESS WHEREOF this Agreement has been executed as of the day and year set out below.

For and on behalf of:

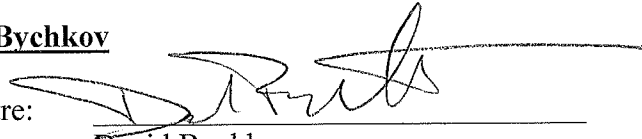
**BT2 International, Inc.**


Signature:   
Name: Delbert Blewett  
Designation: Chief Executive Officer  
Date: Jan. 28, 2009

In the presence of:   
Name: JOSEPH F. BATTY  
Date: Jan 28, 2009

For and on behalf of:

**David Bychkov**

Signature:   
Name: David Bychkov  
Designation: Owner, Exmocare LLC  
Date: Jan. 28, 2009

In the presence of:   
Name: JOSEPH F. BATTY  
Date: Jan 28, 2009

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