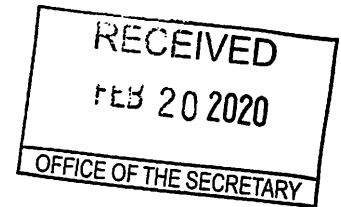


UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
FILED: February 14th, 2020



IN THE MATTER OF
TIMOTHY W. CARNAHAN,
AND CYIOS CORPORATION
RESPONDENTS

ADMINISTRATIVE PROCEEDING
File No. 3-16386

Motion to Strike/Remove from Record: two (2) filings

1. FRAUDELENT FILING WITH FORGED SIGNATURES

CYIOS Corporation's Petition for Review of Initial Decision

Filed February 3, 2020

via sec.gov

2. DOE response opposing #1 above dated Feb 3rd 2020.

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on **February 10th, 2020**, THE RESPONDENTS file Motion to Strike/Remove from Record "CYIOS Corporation's Petition for Review of Initial Decision" File on sec.gov web site February 3th, 2020.

This is a **fraudulent filing with forged signatures** and has been reported to the Secretary of State, Nevada, now SEC Securities Exchange Commission and the filing party.

Attached is an affidavit about the false filings.

Also, today – February 14th 2020, Mr. Carnahan went directly to CHASE BANK to verify the account that Jonathan Leinwand included in the affidavit as Exhibit B which related Azure Associates 225,000 Note in his February 3rd, 2020 filing.

CHASE BANK verified that the account DOES NOT EXIST as per Exhibit B – account number (000000403346118).

For convenience, CHASE BANK: 1-954-468-0466: ask for the Manager; they can confirm.

So, today February 14th, the respondents prove beyond a shadow of doubt that Jonathan Leinwand February 3rd filing is fraudulent. What is most concerning is that it only takes a few seconds to confirm a bank account; this attorney should have known this was fraudulent, at minimum it is completely reckless and sinister.

Now, with this nonsense put to rest, the respondents have until February 21st to file their Petition for Review.

Date: February 14th, 2020
Respondents submitted,
Respectfully,



Timothy Carnahan



Timothy Carnahan, CEO and President of CYIOS

Service List

In accordance with Rule 150 of the Commission's Rules of Practice, I hereby certify that a true and correct copy of the foregoing Reply to the Order was served on the persons listed below as per date of this document via United States Postal Service or email where indicated:

Office of the Secretary
100 F Street, NE
Washington, DC 20549
Mailed Hard Copy
Fax: 703-813-9793

Judge James E. Grimes
Administrative Law Judge
Securities and Exchange Commission
ALJ@sec.gov

Matthew J. Gulde
Burnett Plaza, Suite 1900
SEC 801 Cherry Street, Suite 1900
Unit 18
Fort Worth, TX 76102
guldem@SEC.GOV

Jonathan D. Leinwand, P.A.
20900 Northeast 30th Avenue, 8th
Floor, Aventura, FL, United States
Phone: +1.954.903.7856
Email: jonathan@jdlpa.com

CYIOS Corporation
c/o Timothy W. Carnahan, President,
CEO and Chairman
via email

Respectfully,
Timothy W. Carnahan

X 


AFFIDAVIT OF TIMOTHY CARNAHAN

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared TIMOTHY W. CARNAHAN, who deposes and states:

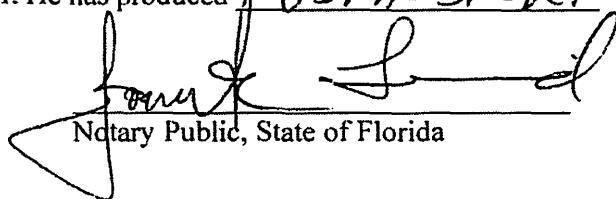
1. My name is Timothy Carnahan and I am over the age of eighteen years of age. The statements in this Affidavit are based upon my own personal knowledge.
2. The Asset Purchase Agreement dated August 30, 2019, attached hereto as Exhibit A, and containing a notarized signature dated September 2, 2019, is not my signature. I did not execute or otherwise have knowledge of this document.
3. The Chase bank statement for account 000000403346118 for the period January 01, 2016 through January 30, 2016, attached hereto as Exhibit B, is not a statement of CYIOS Corporation. CYIOS Corporation has never had an account at Chase.
4. The signature appearing on the "Convertible Loan Agreement" dated January 10, 2016, attached hereto as Exhibit C, is not my signature. CYIOS Corporation never entered into such an agreement with Azure Associates

FURTHER AFFIANT SAYETH NAUGHT



Timothy W. Carnahan

BEFORE ME, the undersigned authority, on February 12, 2020, personally appeared Timothy W. Carnahan who states after being sworn that the foregoing is true based upon his personal knowledge, information and belief. He has produced US PASSPORT as identification.



Notary Public, State of Florida



EXHIBIT A

**ASSET PURCHASE
AGREEMENT**

This Asset Purchase Agreement (the "Agreement") is entered into effective August 30, 2019, by and between:

David Greene (hereinafter sometimes referred to as "The Acquiring Group");

CYIOS Corp., a Nevada corporation, 1300 Pennsylvania Avenue, Suite 700, Washington, DC 20004 (trading symbol CYIO, herein referred to as the "Company" or "CYIO"),

Timothy Carnahan ("Timothy"), with principal offices located at 1300 Pennsylvania Avenue, Suite 700, Washington, DC 2000.

RECITALS:

WHEREAS, the Company currently has 100,000,000 authorized common shares, of which, 36,311,640 common shares are issued and outstanding and 10,000,000 shares of Series A Preferred Stock all of which are issued to Timothy, which presently give him voting control;

WHEREAS, as of Closing, the Company's only debts will be \$225,000 due to Azure Associates, Inc., convertible into common shares of the Company at a fixed conversion rate of \$0.003 per share, and approximately \$4500 due to the stock transfer agent;

WHEREAS, David Greene has approved and, along with his attorneys, deem it advisable to effect the transactions as provided for herein (the "Acquisition").

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

The Recitals are hereby incorporated herein by this reference.

Article I

The Asset Acquisition

SECTION 1.1 The Asset Acquisition.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, all 10,000,000 shares of the CYIO Series A Preferred Stock shall be conveyed to David Greene (the "Control Shares").

(b) In exchange for such Control Shares, David Greene shall pay \$40,000 to Timothy. The \$40,000 shall be payable \$10,000 (which is currently held in escrow by Securities Counselors Inc.) upon the execution of this Agreement and then an additional \$10,000 on or before the 15th day of each calendar month hereafter, starting with September 15, 2019. The Control Shares shall be free and clear of all Liens, and shall constitute all right, title and interest in such property.

(c) Timothy hereby relinquishes all rights to any and all amounts due from the Company, including for any past services rendered.

SECTION 1.2 Closing. Subject to the terms and conditions of this Agreement, the closing and the consummation of the other transactions contemplated hereby (the "Closing") shall take place at the offices of Securities Counselors, Inc., within 48 hours of the execution of this Agreement by all parties (or at such other date, time and place as the parties hereto may agree).

SECTION 1.3 Effective Time. On the date of Closing, Timothy shall cause to be delivered to David Greene, the Control Block, subject to the terms hereof. Also on the date of Closing, Timothy shall appoint David Greene or his designee to the Board of Directors of the Company and then resign, in accordance with the resolutions attached hereto and made a part hereof.

Article II

REPRESENTATIONS AND WARRANTIES OF THE ACQUIRING GROUP

The Acquiring Group, including each member thereof, represent, warrant and covenant to the other parties to this agreement, as follows and acknowledge that the other parties are relying upon such representations and warranties in connection with the Contemplated Transactions (as hereinafter defined):

SECTION 2.1 Authority Relative to this Agreement. The Acquiring Group has full power, capacity and authority to execute and deliver each Transaction Document to which it is or, at Closing, will be, a party and to consummate the Contemplated Transactions. The execution, delivery and performance by The Acquiring Group of each Transaction Document and the consummation of the Contemplated Transactions to which the members of The Acquiring Group are, collectively, or at Closing, will be, a party will have been duly and validly authorized by each member of The Acquiring Group, respectively, and no other acts by or on behalf of any member of The Acquiring Group will be necessary or required to authorize the execution, delivery and performance by The Acquiring Group, of each Transaction Document and the consummation of the Contemplated Transactions to which it is or, at Closing, will be, a party. This Agreement and the other Transaction Documents to which members of The Acquiring Group is a party have been duly and validly executed and delivered by The Acquiring Group and (assuming the valid execution and delivery thereof by the other parties hereto) will constitute the legal, valid and binding agreements of each member of The Acquiring Group enforceable against The Acquiring

Group in accordance with their respective terms, except as such obligations and their enforceability may be limited by applicable bankruptcy and other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought (whether at law or in equity).

SECTION 2.2 No Conflicts; Consents. The execution, delivery and performance by each member of The Acquiring Group of each Transaction Document to which it is a party and the consummation of the Contemplated Transactions to which one is a party, will not: (i) violate any provision of the articles or organization, member control agreement or operating agreement of The Acquiring Group; (ii) require The Acquiring Group to obtain any consent, approval or action of or waiver from, or make any filing with, or give any notice to, any Governmental Body or any other person, except as set forth herein; (iii) violate, conflict with or result in a breach or default under (with or without the giving of notice or the passage of time or both), or permit the suspension or termination of, any material Contract (including any Real Property Lease, license or permit) to which The Acquiring Group is a party or by which it or any of its assets is bound or subject, or to the best of the knowledge of any member of The Acquiring Group; (iv) violate any Order, any Law, of any Governmental Body against, or binding upon, any member of The Acquiring Group concerning The Acquiring Group.

SECTION 2.3 Finders Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of The Acquiring Group who might be entitled to any fee or commission from The Acquiring Group in connection with the consummation of the Contemplated Transactions.

Article III

REPRESENTATIONS AND WARRANTIES OF CYIOS CORP. AND TIMOTHY CARNAHAN

The Company and Timothy represent, warrant and covenant to The Acquiring Group and to members of The Acquiring Group as follows and acknowledges that the members of The Acquiring Group are relying upon such representations and warranties in connection with the Contemplated Transactions:

SECTION 3.1 Authority Relative to this Agreement. The Board of Directors has authorized the officers of the Company to execute and deliver each Transaction Document to which it is or, at Closing, will be, a party and to consummate the Contemplated Transactions. Following the affirmative vote of Timothy in his capacity as the holder of the pre-closing voting control, in favor of the Contemplated Transactions (effective immediately prior to their transfer hereunder), the execution, delivery and performance by the Company of each Transaction Document and the consummation of the Contemplated Transactions to which it is or, at Closing, will be, a party no other acts by or on behalf of the Company are necessary or required to authorize the execution, delivery and performance by the Company of each Transaction Document and the consummation of the Contemplated Transactions to which it is or, at Closing, will be a party. This Agreement and the other Transaction Documents to which the Company is a party have been, executed and delivered by the Company and (assuming the valid execution and delivery thereof by the other

parties thereto) constitutes, or will, at the Closing, constitute, as the case may be, the legal, valid and binding agreements of the Company enforceable against it in accordance with their respective terms, except as such obligations and their enforceability may be limited by applicable Laws affecting the enforcement of shareholders' or creditors' rights generally and except that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought (whether at law or in equity).

SECTION 3.2 No Conflicts; Consents. The execution, delivery and performance by the Company of each Transaction Document to which it is a party and the consummation of the Contemplated Transactions to which the Company is a party does not and will not: (i) violate any provision of the certificate of incorporation or by-laws of the Company, as the case may be; (ii) other than the filing of current information with OTC Markets and such other forms or schedules, require the Company to obtain any consent, approval or action of or waiver from, or make any filing with, or give any notice to, any Governmental Body or any other person; (iii) except as set forth in Schedule 3.2, if at all, violate, conflict with or result in the breach or default under (with or without the giving of notice or the passage of time), or permit the suspension or termination of, any material Contract to which the Company is a party or any of them or any of its assets is bound or subject or result in the creation of any Lien upon any assets of the Company; or (iv) violate any Order or, to the Company's knowledge, any Law of any Governmental Body against, or binding upon, the Company, or upon any of its respective assets or businesses.

SECTION 3.3 Corporate Existence and Power of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

SECTION 3.4 Capitalization.

(a) The authorized capital stock of the Company consists of: (i) 100,000,000 shares of common stock. The Company has approximately 36,311,640 shares of common stock issued and outstanding. All of the Company Common Stock is, and at Closing will be, duly authorized, duly and validly issued, fully paid and non-assessable, and none were issued in violation of any pre-emptive rights, rights of first refusal or any other contractual or legal restrictions of any kind.

(b) There are no other shares of common stock, preferred stock or securities issuable except as expressly stated in this Section 3.4, nor are there any options, warrants, notes, phantom stock agreements or other rights to receive shares of the Company's Common Stock or other securities.

SECTION 3.5 Disclosure of Information. The Company has been given the opportunity: (i) to ask questions of, and to receive answers from, persons acting on behalf of The Acquiring Group concerning the terms and conditions of the Contemplated Transactions and the business, properties, prospects and financial condition of The Acquiring Group; and (ii) to obtain any additional information (to the extent The Acquiring Group or its officers and directors possess such information or are able to acquire it without unreasonable effort or expense and without breach of confidentiality obligations) necessary to verify the accuracy of information provided about The Acquiring Group.

SECTION 3.6 OTC Filings. On the Closing Date, or within one week thereafter, the Company will be current in its information requirements with OTC Markets and will take all steps necessary and at its expense to ensure that such information is current on or before Closing Date, or within one week thereafter. As soon as reasonably practical following the Closing Date,

the Company will have taken reasonable steps to file with OTC Markets the statements that may be required to be filed by it disclosing the Contemplated Transactions. As of their respective dates, these reports and statements will not contain any untrue statement of a material fact or omit to state a material fact required to be stated in them or necessary to make the statements in them not misleading, in light of the circumstances under which they are made and these reports and statements will comply in all material respects with all applicable requirements of the Exchange Act and the Securities Act.

SECTION 3.7 Liabilities. Except for its obligations to the stock transfer agent and to Azure Associates, Inc. as set forth above, the Company does not have any liabilities and as of the date hereof, has not incurred any additional Liabilities. Timothy has agreed to assume any and all other obligations that may be due from the Company and on the Closing Date the Company will not have any other Liabilities outstanding.

SECTION 3.8 Absence of Certain Changes. (a) The Company has conducted its business in the ordinary course consistent with past practice and except as disclosed on Schedule 3.8 hereto, if at all, there has not been:

- (i) Any change in any method of accounting or accounting practice by the Company;
- (ii) Any increase in the compensation, commission, bonus or other direct or indirect remuneration paid, payable or to become payable to any officer, stockholder, director, consultant, agent or employee of the Company, or any alteration in the benefits payable or provided to any thereof;
- (iii) Any material adverse change in the relationship of the Company with its employees, customers, suppliers or vendors;
- (iv) Except for any changes made in the ordinary course of business, any material change in any of the Company's business policies, including advertising, marketing, selling, pricing, purchasing, personnel, returns or budget policies; and
- (v) Any agreement or arrangement whether written or oral dealing with any of the foregoing.

SECTION 3.09 Contracts. (a) Schedule 3.09 sets forth an accurate and complete list of any and all Contracts to which the Company is a party or by which it or its assets are bound or subject, if at all, that: (i) cannot be cancelled upon 30 days' notice without the payment or penalty of less than Five Thousand Dollars (\$5,000); or (ii) involve aggregate annual future payments by or to any person of more than Five Thousand Dollars (\$5,000). True and complete copies of all written Contracts (including all amendments thereto and waivers in respect thereof) and summaries of the material provisions of all oral Contracts so listed have been made available to The Acquiring Group.

(b) All Contracts to which the Company is a party are valid, subsisting, in full force and effect and binding upon the Company and the other parties thereto, in accordance with their terms, except that no representation or warranty is given as to the enforceability of any oral Contracts. To the best of the Company's knowledge and belief, except as set forth on Schedule 3.09, if at all, the Company is not in default (or alleged default) under any such Contract.

SECTION 3.10 Claims and Proceedings. There are no outstanding Orders of any Governmental Body against or involving the Company, its assets or its business. There are no

Claims (whether or not the defence thereof or Liabilities in respect thereof are covered by insurance), pending or, to the best of the Company's knowledge, threatened on the date hereof, against or involving the Company, its assets or its business except as are set forth on Schedule 3.10, if at all.

SECTION 3.11 Taxes. Except as set forth on Schedule 3.11, if at all: (a)

- (i) the Company has filed or, if not yet due but due before Closing, will timely file all Tax Returns required to be filed by it for all taxable periods ending on or before the date of Closing and all such Tax Returns are or, if not yet filed, will be, upon filing, true, correct and complete in all material respects;
- (ii) the Company has paid, or if payment is not yet due but due before Closing, will promptly pay when due to each appropriate Tax Authority, all Taxes of the Company shown as due on the Tax Returns required to be filed by it for all taxable periods ending on or before the date of Closing;
- (iii) the accruals for Taxes currently payable as well as for deferred Taxes shown on the financial statements of the Company as of the date of the Interim Statements or the date of any financial statements delivered hereunder: (A) adequately provide for all contingent Tax Liabilities of the Company as of the date thereof; and (B) accurately reflect, as of the date thereof, all unpaid Taxes of the Company whether or not disputed, in each case as required to be reflected thereon in order for such statements to be in accordance with U.S. GAAP;
- (iv) no extension of time has been requested or granted for the Company to file any Tax Return that has not yet been filed or to pay any Tax that has not yet been paid and the Company has not granted a power of attorney that remains outstanding with regard to any Tax matter;
- (v) the Company has not received notice of a Tax Deficiency and, to the Company's knowledge, no Tax Deficiency is proposed or threatened;
- (vi) all Tax Deficiencies have been paid or finally settled and all amounts determined by settlement to be owed have been paid;
- (vii) there are no Tax Liens on or pending against the Company or any of the assets, other than those which constitute Permitted Liens;
- (viii) there are no presently outstanding waivers or extensions or requests for a waiver or extension of the time within which a Tax Deficiency may be asserted or assessed;
- (ix) no issue has been raised in any examination, investigation, suit, action, claim or proceeding relating to Taxes which, by application of similar principles to any past, present or future period, would result in a Tax Deficiency for such period;
- (x) there are no pending or threatened Tax Audits of the Company;
- (xi) the Company has no deferred intercompany gains or losses that have not been fully taken into income for income Tax purposes;
- (xii) there are no transfer or other taxes (other than income taxes) imposed by any state on the Company by virtue of the Contemplated Transactions; and

(xiii) no claim has been made by any Tax Authority that the Company is subject to Tax in a jurisdiction in which Emporia is not then paying Tax of the type asserted.

Each reference to a provision of the Code in this Section shall be treated for state and local Tax purposes as a reference to analogous or similar provisions of state and local law.

(b) To the Company's knowledge, the Company has collected and remitted to the appropriate Tax Authority all sales and use or similar Taxes required to be collected on or prior to the date of Closing and has been furnished properly completed exemption certificates for all exempt transactions and has no information otherwise or notice of any claim by any government or jurisdiction with regards thereto. The Company has maintained and has in its possession all records, supporting documents and exemption certificates required by applicable sales and use Tax statutes and regulations to be retained in connection with the collection and remittance of sales and use Taxes for all periods up to and including the date of Closing. With respect to sales made by the Company prior to the date of Closing for which sales and use Taxes are not yet due as of the date of Closing, all applicable sales and use Taxes payable with respect to such sales will have been collected or billed by the Company and will be included in the assets of the Company as of the date of Closing.

SECTION 3.12 Compliance with Laws. The Company is not in violation of any Orders and to the best of the Company's knowledge, belief and information, any Laws of any Governmental Bodies affecting the Company or the Company Common Stock.

SECTION 3.13 Environmental Matters. To the best of the Company's knowledge, belief and information, the Company is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any Environmental Law.

SECTION 3.14 Finders Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Company who might be entitled to any fee or commission from the Company in connection with the consummation of the Contemplated Transactions.

SECTION 3.15 Disclosure. Neither this Agreement, the Schedules hereto, nor any reviewed or unaudited financial statements, documents or certificates furnished or to be furnished to The Acquiring Group by or on behalf of the Company pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading. There are no events, transactions or other facts, which, either individually or in the aggregate, may give rise to circumstances or conditions which would have a material adverse effect on the general affairs or business of the Company.

SECTION 3.16 Authority. Timothy represents that he is the sole duly elected member of the board of directors and sole officer of the Company and has full power and authority to enter into this agreement and the Contemplated Transactions.

SECTION 3.17 Ownership of Shares. Timothy represents that he is the sole owner of 10,000,000 shares of Series A Preferred Stock of the Company's common stock and that such shares have been validly issued, are fully paid, are non-assessable, that he has full power and authority to transfer and convey the same and that there are no other shares of such preferred stock or any other classes or series of preferred stock issued or outstanding.

Article IV

COVENANTS AND AGREEMENTS

The members of The Acquiring Group covenant to the Company; and the Company covenants to The Acquiring Group that:

SECTION 4.1 Filings and Authorizations. The parties hereto shall cooperate and use their respective best efforts to make, or cause to be made, all registrations, filings, applications and submissions, to give all notices and to obtain all governmental or other third party consents, transfers, approvals, Orders and waivers necessary or desirable for the consummation of the Contemplated Transactions in accordance with the terms of this Agreement including without limitation the preparation of any documents required to be filed with FINRA, OTC Markets or the State of its organization in connection with the transactions contemplated by this Agreement; and shall furnish copies thereof to each other party prior to such filing and shall not make any such registration, filing, application or submission to which the Shareholders reasonably object in writing. All such filings shall comply in form and content in all material respects with applicable Law. The parties hereto also agree to furnish each other with copies of such filings and any correspondence received from any Governmental Body in connection therewith.

SECTION 4.2 Confidentiality. Each party hereto shall hold in strict confidence, and shall use its best efforts to cause all of its officers, employees, agents and professional counsel and accountants, (collectively, "Representatives") to hold in strict confidence, unless compelled to disclose by judicial or administrative process, or by other requirements of Law, all information concerning any other party which it has obtained from such party prior to, on, or after the date hereof in connection with the Contemplated Transactions, and each party shall not use or disclose to others, or permit the use of or disclosure of, any such information so obtained, and will not release or disclose such information to any other person, except its Representatives who need to know such information in connection with this Agreement and who shall be advised of the provisions of this Section. The foregoing provision shall not apply to any such information to the extent; (i) known by any party prior to the date such information was provided to such party in connection with the Contemplated Transactions; (ii) made known to such party from a third party not in breach of any confidentiality requirement; or (iii) made public through no fault of such party or any of its Representatives.

SECTION 4.3 Expenses. The members of The Acquiring Group, the Company and The Acquiring Group shall bear their respective expenses, in each case, incurred in connection with the preparation, execution and performance of the Transaction Documents and the Contemplated Transactions, including, without limitation, all fees and expenses of their respective Representatives.

SECTION 4.4 Tax Matters. The members of The Acquiring Group and the Company shall reasonably cooperate, and shall cause their respective Representatives reasonably to cooperate, in preparing and filing all Tax Returns, including maintaining and making available to each other all records necessary in connection with the preparation and filing of Tax Returns, the payment of Taxes and the resolution of Tax Audits and Tax Deficiencies with respect to all taxable periods. Refunds or credits of Taxes that were paid by The Acquiring Group with respect to any periods shall be for the account of The Acquiring Group.

SECTION 4.5 Further Assurances. At any time and from time to time after the date of Closing, upon the reasonable request of any party hereto, the other party(ies), shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further documents, instruments or assurances, as may be necessary, desirable or proper to carry out the intent and accomplish the purposes of this Agreement.

SECTION 4.6 Due Diligence. Prior to the Closing Date The parties agree that each of them shall be entitled, through its Representatives, to make such investigation of the properties, businesses and operations of each other party, and such examination of the books, records and financial condition of the other parties, as such party reasonably deems necessary. Any such investigation and examination shall be conducted at reasonable times, under reasonable circumstances and upon reasonable notice. No investigation by a party shall diminish or obviate any of the representations, warranties, covenants or agreements of the other parties contained in this Agreement.

Article V

CONDITIONS TO CLOSING

SECTION 5.1 Conditions to the Obligations of the Parties. The obligations of the Parties to consummate the Contemplated Transactions are subject to the satisfaction of the following conditions:

(a) **No Injunction.** No provision of any applicable Law and no Order shall prohibit the consummation of the Contemplated Transactions.

(b) **No Proceedings or Litigation.** No Claim instituted by any person (other than pursuant to this Agreement) shall have been commenced or pending against The Acquiring Group, the Company, or any of their respective Affiliates, officers or directors, which Claim seeks to restrain, prevent, change or delay in any respect the Contemplated Transactions or seeks to challenge any of the terms or provisions of this Agreement or seeks damages in connection with any of such transactions.

SECTION 5.2 Conditions to the Obligations of the Shareholders. The obligations of each party hereunder to consummate the Contemplated Transactions are subject to the fulfilment prior to or at the Closing of each of the following further conditions:

(a) **Performance.** The Company shall have performed and complied in all material respects with all agreements, obligations and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing Date.

(b) **Representations and Warranties.** The representations and warranties of the Company contained in this Agreement and in any certificate or other writing delivered by the Company pursuant hereto shall be true in all material respects at and as of the Closing Date as if made at and as of such time (except for those representations and warranties made as of a specific date which shall be true in all material respects as of the date made).

(c) **No Material Adverse Change.** From the date hereof through the Closing, there shall not have occurred any event or condition that has had or could have a material adverse effect on the Company.

(d) Documentation. There shall have been delivered to The Acquiring Group the following:

(i) a certificate, dated the Closing Date, of the Chairman of the Board and the President of the Company confirming the matters set forth in Section 5.2(a) (b) and (c) hereof;

(ii) resolutions adopted by the board of directors of the Company authorizing the transactions contemplated hereby, certified by the Secretary of the Company;

(iii) a resolution adopted by the board of directors of the Company appointing David Greene to the board of directors of the Company;

(iv) a letter of resignation of Timothy Carnahan, resigning all positions he holds with the Company;

(v) the elections and appointments of and resignations of each of the prior officers and directors of the Company;

(vi) a consent to be filed with the transfer agent granting to The Acquiring Group's designee access to the Company's transfer records with full power and authority to instruct the transfer agent with respect to cancelations and issuances of the Company's shares.

SECTION 5.3 Conditions to the Obligations of the Company. All obligations of the Company to consummate the Contemplated Transactions hereunder are subject, at the option of the Company, to the fulfilment or waiver prior to or at the Closing of each of the following further conditions:

(a) Performance. The Company shall have performed and complied in all material respects with all agreements, obligations and covenants required by this Agreement to be performed or complied with by them at or prior to the Closing Date.

(b) Representations and Warranties. The representations and warranties of the Company, contained in this Agreement and in any certificate or other writing delivered by the Company, David Greene and The Acquiring Group pursuant hereto shall be true in all material respects at and as of the Closing Date as if made at and as of such time (except for those representations and warranties made as of a specific date which shall be true in all material respects as of the date made).

(c) No Material Adverse Change. From the date hereof through the Closing, there shall not have occurred any event or condition that has had or could have a material adverse effect on the Company or The Acquiring Group, as the case may be.

(d) Documentation. There shall have been delivered to the Company the following:

(i) A certificate, dated the Closing Date, of the Chairman of the Board, the President or Chief Financial Officer of The Acquiring Group confirming the matters set forth in Section 5.3(a) (b) and (c) hereof;

(ii) A certificate, dated as of the Closing Date, of the Secretary of The Acquiring Group and David Greene certifying, among other things, that attached or appended to such certificate is a

true and correct copy of The Acquiring Group's articles of organization, bylaws and all amendments thereto;

(iii) Resolutions adopted by The Acquiring Group authorizing the transactions contemplated hereby, certified by the Secretary of The Acquiring Group; and

(iv) Resolutions adopted by the Company authorizing the transactions contemplated hereby, certified by the Secretary of the Company.

Article VI

INDEMNIFICATION

SECTION 6.1 Survival of Representations, Warranties and Covenants. (a) Notwithstanding any right of the Company fully to investigate the affairs of The Acquiring Group and the right of David Greene and/or The Acquiring Group to fully investigate the affairs of the Company, and notwithstanding any knowledge of facts determined or determinable by the Company, or The Acquiring Group, pursuant to such investigation or right of investigation, David Greene, The Acquiring Group and the Company have the right to rely fully upon the representations, warranties, covenants and agreements of each of the others, respectively, contained in this Agreement, or listed or disclosed on any Schedule hereto or in any instrument delivered in connection with or pursuant to any of the foregoing. All such representations, warranties, covenants and agreements shall survive the execution and delivery of this Agreement and the Closing hereunder. Notwithstanding the foregoing, all representations and warranties of David Greene, The Acquiring Group and the Company respectively, contained in this Agreement, on any Schedule hereto or in any instrument delivered in connection with or pursuant to this Agreement shall terminate and expire twenty four (24) months after the date of Closing; provided, however, that the liability of David Greene, The Acquiring Group and the Company shall not terminate as to any specific claim or claims of the type referred to in Section 6.3 hereof, whether or not fixed as to Liability or liquidated as to amount, with respect to which David Greene, The Acquiring Group and/or the Company has been given specific notice on or prior to the date on which such Liability would otherwise terminate pursuant to the terms of this Section, or which arise or result from or are related to a Claim for fraud.

SECTION 6.2 Obligation of David Greene and The Acquiring Group to Indemnify. David Greene and The Acquiring Group agree to indemnify, defend and hold harmless the Company (and their respective directors, officers, employees, Affiliates, successors and assigns) from and against all Claims, losses, Liabilities, Regulatory Actions, damages, deficiencies, judgments, settlements, costs of investigation or other expenses (including Taxes, interest, penalties and reasonable attorneys' fees and fees of other experts and disbursements and expenses incurred in enforcing this indemnification) (collectively, the "Losses") suffered or incurred by the Company, or any of the foregoing persons arising out of any breach of the representations and warranties of David Greene or The Acquiring Group contained in this Agreement, or of the covenants and agreements contained in this Agreement or in the Schedules or any other Transaction Document.

SECTION 6.3 Obligation of the Company and Timothy to Indemnify. The Company and Timothy jointly and severally agree to indemnify, defend and hold harmless David Greene and The Acquiring Group (and any heirs, successor or assignee thereof) from and against any Losses suffered or incurred by David Greene or The Acquiring Group or any of the foregoing persons arising out of any breach of the representations and warranties of the Company or Timothy, or of

the covenants and agreements of the Company or Timothy contained in this Agreement or in the Schedules or any other Transaction Document.

SECTION 6.4 Notice and Opportunity to Defend Third Party Claims. (a) Within ten (10) days following receipt by any party hereto (the "Indemnitee") of notice of any demand, claim, circumstance or Tax Audit which would or might give rise to a claim, or the commencement (or threatened commencement) of any action, proceeding or investigation that may result in a Loss (an "Asserted Liability"), the Indemnitee shall give notice thereof (the "Claims Notice") to the party or parties obligated to provide indemnification pursuant to Sections 6.2, or 6.3 (collectively, the "Indemnifying Party"). The Claims Notice shall describe the Asserted Liability in reasonable detail and shall indicate the amount (estimated, if necessary, and to the extent feasible) of the Loss that has been or may be suffered by the Indemnitee.

(b) The Indemnifying Party may elect to defend, at its own expense and with its own counsel, any Asserted Liability unless: (i) the Asserted Liability includes a Claim seeking an Order for injunction or other equitable or declaratory relief against the Indemnitee, in which case the Indemnitee may at its own cost and expense and at its option defend the portion of the Asserted Liability seeking equitable or declaratory relief against the Indemnitee, or (ii) the Indemnitee shall have reasonably, and in good faith, after consultation with the Indemnifying Party, concluded that: (x) there is a conflict of interest between the Indemnitee and the Indemnifying Party which could prevent or negatively influence the Indemnifying Party from impartially or adequately conducting such defence; or (y) the Indemnitee shall have one or more defences not available to the Indemnifying Party but only to the extent such defence cannot legally be asserted by the Indemnifying Party on behalf of the Indemnitee. If the Indemnifying Party elects to defend such Asserted Liability, it shall within ten (10) days (or sooner, if the nature of the Asserted Liability so requires) notify the Indemnitee of its intent to do so, and the Indemnitee shall cooperate, at the expense of the Indemnifying Party, in the defence of such Asserted Liability. If the Indemnifying Party elects not to defend the Asserted Liability, is not permitted to defend the Asserted Liability by reason of the first sentence of this Section, fails to notify the Indemnitee of its election as herein provided or contests its obligation to indemnify under this Agreement with respect to such Asserted Liability, the Indemnitee may pay, compromise or defend such Asserted Liability at the sole cost and expense of the Indemnifying Party. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnitee may settle or compromise any claim over the reasonable written objection of the other, provided that the Indemnitee may settle or compromise any claim as to which the Indemnifying Party has failed to notify the Indemnitee of its election under this Section or as to which the Indemnifying Party is contesting its indemnification obligations hereunder. If the Indemnifying Party desires to accept a reasonable, final and complete settlement of an Asserted Liability so that such Indemnitee's Loss is paid in full and the Indemnitee refuses to consent to such settlement, then the Indemnifying Party's liability to the Indemnitee shall be limited to the amount offered in the settlement. The Indemnifying Party will exercise good faith in accepting any reasonable, final and complete settlement of an Asserted Liability. In the event the Indemnifying Party elects to defend any Asserted Liability, the Indemnitee may participate, at its own expense, in the defence of such Asserted Liability. In the event the Indemnifying Party is not permitted by the Indemnitee to defend the Asserted Liability, it may nevertheless participate at its own expense in the defence of such Asserted Liability. If the Indemnifying Party chooses to defend any Asserted Liability, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defence. Any Losses of any Indemnitee for which an Indemnifying Party is liable for indemnification hereunder shall be paid upon written demand therefor.

SECTION 6.5 **Limits on Indemnification.** (a) Notwithstanding the foregoing or the limitations set forth in Section 6.5(b) below, in the event such Losses arise out of any fraud related matter on the part of any Indemnifying Party, then such Indemnifying Party shall be obligated to indemnify the Indemnitee in respect of all such Losses.

(b) David Greene or The Acquiring Group shall not be liable to indemnify the Company pursuant to Section 6.2 above and the Company shall not be liable to indemnify David Greene or The Acquiring Group pursuant to Section 6.3 above with respect to special, consequential or punitive damages; or in respect of any individual Loss of less than \$2,000.

SECTION 6.6 **Exclusive Remedy.** The parties agree that the indemnification provisions of this Article VI shall constitute the sole or exclusive remedy of any party in seeking damages or other monetary relief with respect to this Agreement and the Contemplated Transactions, provided that, nothing herein shall be construed to limit the right of any party to seek: (i) injunctive relief for a breach of this Agreement; (ii) legal or equitable relief for a Claim for fraud; or (iii) indemnity under the bylaws of the Company if they are or have been a director or officer of the Company.

Article VII

SPECIFIC PERFORMANCE; TERMINATION

SECTION 7.1 **Specific Performance.**

(a) David Greene and The Acquiring Group acknowledge and agree that, if they fail to proceed with the Closing in any circumstance other than those described in clauses (a), (b), (c) or (d) of Section 7.2 below, the Company will not have adequate remedies at law with respect to such breach. In such event, and in addition to each party's right to terminate this Agreement, each party shall be entitled, without the necessity or obligation of posting a bond or other security, to seek injunctive relief, by commencing a suit in equity to obtain specific performance of the obligations under this Agreement or to sue for damages, in each case, without first terminating this Agreement. The officers and directors of The Acquiring Group specifically affirm the appropriateness of such injunctive, other equitable relief or damages in any such action.

(b) The Company acknowledges and agrees that, if it fails to proceed with the Closing in any circumstance other than those described in clauses (a), (b), (c) or (d) of Section 7.2 below, The Acquiring Group will not have adequate remedies at law with respect to such breach. In such event, and in addition to each party's right to terminate this Agreement, each party shall be entitled, without the necessity or obligation of posting a bond or other security, to seek injunctive relief, by commencing a suit in equity to obtain specific performance of the obligations under this Agreement or to sue for damages, in each case, without first terminating this Agreement. The board of directors of the Company specifically affirms the appropriateness of such injunctive, other equitable relief or damages in any such action.

SECTION 7.2 **Termination.** This Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing:

(a) By mutual written consent of David Greene, The Acquiring Group and the Company;

(b) By David Greene and The Acquiring Group if: (i) there has been a material misrepresentation or material breach of warranty on the part of the Company or Timothy in the

representations and warranties contained herein and such misrepresentation or breach of warranty, if curable, is not cured within ninety days after written notice thereof from David Greene and/or The Acquiring Group; (ii) the Company has committed a breach of any covenant imposed upon it hereunder and fails to cure such breach within thirty days after written notice thereof from David Greene and/or The Acquiring Group; or (iii) any condition to David Greene' and/or The Acquiring Group's obligations under Article V becomes incapable of fulfillment through no fault of David Greene and The Acquiring Group, and is not waived by The Acquiring Group;

(c) By the Company, if: (i) there has been a misrepresentation or breach of warranty on the part of David Greene and/or The Acquiring Group in the representations and warranties contained herein and such misrepresentation or breach of warranty, if curable, is not cured within thirty days after written notice thereof from the Company; (ii) David Greene and/or The Acquiring Group have committed a breach of any covenant imposed upon them hereunder and fail to cure such breach within thirty days after written notice thereof from the Company; or (iii) any condition to the Company's obligations under Article V becomes incapable of fulfillment through no fault of the Company and is not waived by the Company.

SECTION 7.3 Effect of Termination; Right to Proceed. Subject to the provisions of Section 7.1 hereof, in the event that this Agreement shall be terminated pursuant to Section 7.2, all further obligations of the parties under this Agreement shall terminate without further liability of any party hereunder except that: (i) the agreements contained in Section 4.2 shall survive the termination hereof; and (ii) termination shall not preclude any party from seeking relief against any other party for breach of Section 4.2. In the event that a condition precedent to its obligation is not met, nothing contained herein shall be deemed to require any party to terminate this Agreement, rather than to waive such condition precedent and proceed with the Contemplated Transactions.

Article VIII

MISCELLANEOUS

SECTION 8.1 Notices. (a) Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally by hand or by recognized overnight courier, or mailed (by registered or certified mail, postage prepaid return receipt requested) as follows:

If to David Greene, at

If to CYIOS Corp., at

If to Timothy Carnahan, at 1300 Pennsylvania Avenue, Suite 700, Washington, DC 20004

(b) Each such notice or other communication shall be effective when delivered at the address specified in Section 8.1(a). Any party by notice given in accordance with this Section 8.1 to the other parties may designate another address or person for receipt of notices hereunder. Notices by a party may be given by counsel to such party.

SECTION 8.2 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) and the collateral agreements executed in connection with the consummation of the

Contemplated Transactions contain the entire agreement among the parties with respect to the subject matter hereof and related transactions and supersede all prior agreements, written or oral, with respect thereto.

SECTION 8.3 **Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies.** This Agreement may be amended, superseded, cancelled, renewed or extended only by a written instrument signed by The Acquiring Group and the Company. The provisions hereof may be waived in writing by The Acquiring Group and the Company, as the case may be. Any such waiver shall be effective only to the extent specifically set forth in such writing. No failure or 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 such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

SECTION 8.4 **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Venue for any action brought under this Agreement shall be a court in Lake County or in Cook County, Illinois.

SECTION 8.5 **Consent to Jurisdiction.** Each of the parties hereto irrevocably and voluntarily submits to personal jurisdiction in the State of Illinois and in the Federal courts in such state in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. If for any reason the Federal courts in such state will not entertain such action or proceeding, then the parties hereto irrevocably and voluntarily submit to personal jurisdiction in the state courts located in the State of Illinois in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of any action or proceeding may be heard and determined in any such court. Each of the parties further consents and agrees that such party may be served with process in the same manner as a notice may be given under Section 8.1. The parties hereto agree that any action or proceeding instituted by any of them against any other party with respect to this Agreement will be instituted exclusively in the United States District Court located within the State of Illinois, or alternatively, in the State courts located therein. Each party irrevocably and unconditionally waive and agree not to plead, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue or the convenience of the forum of any action or proceeding with respect to this Agreement in any such courts.

SECTION 8.6 **Binding Effect; No Assignment.** This Agreement and all of its provisions, rights and obligations shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and legal representatives. This Agreement may not be assigned (including by operation of Law) by any party hereto without the express written consent of the other party and any purported assignment, unless so consented to, shall be void and without effect.

SECTION 8.7 **Exhibits.** All Exhibits and Schedules attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

SECTION 8.8 Severability. If any provision of this Agreement for any reason shall be held to be illegal, invalid or unenforceable, such illegality shall not affect any other provision of this Agreement, this Agreement shall be amended so as to enforce the illegal, invalid or unenforceable provision to the maximum extent permitted by applicable law, and the parties shall cooperate in good faith to further modify this Agreement so as to preserve to the maximum extent possible the intended benefits to be received by the parties.

SECTION 8.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

SECTION 8.10 Third Parties. Except as specifically set forth or referred to herein, nothing herein express or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their permitted heirs, successors, assigns and legal representatives, any rights or remedies under or by reason of this Agreement or the Contemplated Transactions.

Article IX

DEFINITIONS

SECTION 9.1 Definitions. The following terms, as used herein, have the following meanings:

"Affiliate" of any person means any other person directly or indirectly through one or more intermediary persons, controlling, controlled by or under common control with such person.

"Agreement" or "this Agreement" shall mean, and the words "herein", "hereof" and "hereunder" and words of similar import shall refer to, this agreement as it from time to time may be amended.

"Assets" shall mean all cash, instruments, properties, rights, interests and assets of every kind, real, personal or mixed, tangible and intangible, used or usable in the Business.

The term "audit" or "audited" when used in regard to financial statements shall mean an examination of the financial statements by a firm of independent certified public accountants in accordance with generally accepted auditing standards for the purpose of expressing an opinion thereon.

"Business" shall mean the ownership and operation of the business of the party referred to.

"Condition of the Business" shall mean the financial condition, prospects or the results of operations of the Business, the Assets of the party referred to.

"Contract" shall mean any contract, agreement, indenture, note, bond, lease, conditional sale contract, mortgage, license, franchise, instrument, commitment or other binding arrangement, whether written or oral.

"Control" with respect to any person, shall mean the power to direct the management and policies of such person, directly or indirectly, by or through stock ownership, agency or otherwise, or pursuant to or in connection with an agreement, arrangement or understanding (written or oral)

with one or more other persons by or through stock ownership, agency or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"GAAP" shall mean generally accepted accounting principles in effect on the date hereof (or, in the case of any opinion rendered in connection with an audit, as of the date of the opinion) in the subject jurisdiction.

"Governmental Bodies" shall mean any government, municipality or political subdivision thereof, whether federal, state, local or foreign, or any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or any court, arbitrator, administrative tribunal or public utility.

The term "knowledge" with respect to: (a) any individual shall mean actual knowledge of such individual; and (b) any corporation shall mean the actual knowledge of the directors and executive officers of such corporation; and "knows" has a correlative meaning. The terms "any Shareholder's knowledge," and "Shareholder's knowledge," including any correlative meanings, shall mean the knowledge of any Shareholder.

"Laws" shall mean any law, statute, code, ordinance, rule, regulation or other requirement of any Governmental Bodies.

"Liability" shall mean any direct or indirect indebtedness, liability, assessment, claim, loss, damage, deficiency, obligation or responsibility, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, actual or potential, contingent or otherwise (including any liability under any guaranties, letters of credit, performance credits or with respect to insurance loss accruals).

"Lien" shall mean any mortgage, lien (including mechanics, warehousemen, labourers and landlords liens), claim, pledge, charge, security interest, pre-emptive right, right of first refusal, option, judgment, title defect, covenant, restriction, easement or encumbrance of any kind.

The term "person" shall mean an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity, including a government or political subdivision or an agency or instrumentality thereof.

"Receivables" shall mean as of any date any trade accounts receivable, notes receivable, sales representative advances and other miscellaneous receivables of The Acquiring Group or of the Company.

"SEC" means the United States Securities and Exchange Commission.

"SEC Documents" means all forms, notices, reports, schedules, statements, and other documents filed by Emporia with the SEC within the three years from the Effective Time, whether or not constituting a "filed" document, and includes all proxy statements, registration statements, amendments to registration statements, periodic reports on Forms 10-KSB, 10-QSB, and 8-K, and annual and quarterly reports to shareholders.

"Tax" (including, with correlative meaning, the terms "Taxes" and "Taxable") shall mean: (i)(A) any net income, gross income, gross receipts, sales, use, ad valorem, transfer, transfer gains, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, rent, recording, occupation, premium, real or personal property, intangibles, environmental or windfall

profits tax, alternative or add-on minimum tax, customs duty or other tax, fee, duty, levy, impost, assessment or charge of any kind whatsoever (including but not limited to taxes assessed to real property and water and sewer rents relating thereto); together with; (B) any interest and any penalty, addition to tax or additional amount imposed by any Governmental Body (domestic or foreign) (a "Tax Authority") responsible for the imposition of any such tax and interest on such penalties, additions to tax, fines or additional amounts, in each case, with respect to any party hereto, the Business or the Assets (or the transfer thereof); (ii) any liability for the payment of any amount of the type described in the immediately preceding clause (i) as a result of a party hereto being a member of an affiliated or combined group with any other person at any time on or prior to the date of Closing; and (iii) any liability of a party hereto for the payment of any amounts of the type described in the immediately preceding clause (i) as a result of a contractual obligation to indemnify any other person.

"Tax Return" shall mean any return or report (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to any Tax Authority.

"Transaction Documents" shall mean, collectively, this Agreement, and each of the other agreements and instruments to be executed and delivered by all or some of the parties hereto in connection with the consummation of the transactions contemplated hereby.

SECTION 9.2 Interpretation. Unless the context otherwise requires, the terms defined in this Agreement shall be applicable to both the singular and plural forms of any of the terms defined herein. All accounting terms defined in this Agreement, and those accounting terms used in this Agreement except as otherwise expressly provided herein, shall have the meanings customarily given thereto in accordance with GAAP as of the date of the item in question. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the neuter gender herein shall be deemed to include the masculine and feminine genders wherever necessary or appropriate, the use of the masculine gender shall be deemed to include the neuter and feminine genders and the use of the feminine gender shall be deemed to include the neuter and masculine genders wherever necessary or appropriate. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

SECTION 9.3 Representation. All Parties hereto have been furnished with the opportunity to retain independent counsel and hereby acknowledge that it is proceeding without counsel.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[Signature Page to Asset Purchase Agreement by and Among]

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of the date set forth above.

CYIOS Corp. (the "~~Company~~" or "CYIO"):



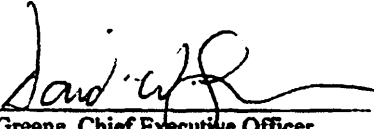
August 30, 2019 Timothy Carnahan, Chief Executive Officer

TIMOTHY CARNAHAN:



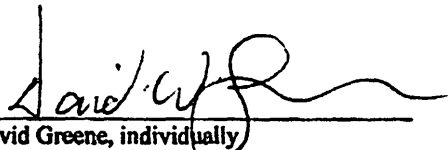
August 30, 2019 Timothy Carnahan, individually

THE ACQUIRING GROUP:



August 30, 2019 David Greene, Chief Executive Officer

DAVID GREENE:



August 30, 2019 David Greene, individually

**ACTION BY WRITTEN CONSENT OF THE BOARD OF
DIRECTORS CYIOS CORP.**

The undersigned, being all of the Members of the Board of Directors of CYIOS Corp., a Nevada corporation (the "Corporation"), pursuant to Nevada General Corporation Law and in lieu of a meeting of the Board of Directors of the Corporation, do hereby consent to, adopt, ratify, confirm and approve the Resolutions set forth below, effective as of August 30, 2019.

WHEREAS, after significant discussions and consultations with various professionals, and after careful consideration of the alternatives available, including the advantages and disadvantages of entering into an Asset Purchase Agreement with The Acquiring Group Corp. ("The Acquiring Group"), the Board of Directors (the "Board") of the Corporation deems it advisable and in the best interests of the Corporation and its shareholders to approve and complete the Asset Purchase Agreement by and among the Corporation and The Acquiring Group (the "Agreement") attached hereto and made a part hereof; and

WHEREAS, the Agreement calls for the resignation of the officers and directors of the Corporation and requires the appointment of new members to the Board, namely David Greene.

Approval of Asset Purchase Agreement

NOW, THEREFORE, BE IT RESOLVED, that the Agreement in substantially the form attached hereto, together with such changes and modifications as the officers of this Corporation shall, in their sole and absolute discretion, deem appropriate and in the best interest of this Corporation, is hereby approved in its entirety; and

BE IT FURTHER RESOLVED that each and all of the actions of the officers of this Company taken to date in connection with the negotiation, execution and delivery of the Agreement and each document and instrument contemplated therein or related thereto and each of the other actions of such officers associated with the transactions contemplated therein, is hereby ratified and confirmed.

Appointment of New Directors

BE IT FURTHER RESOLVED: That David Greene is hereby appointed as Director of the Corporation.

Acceptance of Resignation of Timothy Carnahan

BE IT FURTHER RESOLVED: That the Resignation of Timothy Carnahan as director, as CEO and all other positions he holds with the Corporation is hereby accepted, but not prior to the effectiveness of the appointment of David Greene, and the Corporation hereby expresses its gratitude for Timothy Carnahan's efforts and services to date. Such resignation shall be effective immediately.

Appointment of New Officer

BE IT FURTHER RESOLVED: That the following are appointed to the offices listed opposite their names effective as of the date hereof:

David Greene

Chairman, President, CEO and Secretary

BE IT FURTHER RESOLVED, that that each officer of the Corporation is hereby authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Corporation, or otherwise, as each such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions and any of the transactions contemplated thereby.

All actions heretofore taken by any director or officer of the Corporation in connection with any matter referred to in the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

The secretary and any assistant secretary of the Corporation, or any other officer of the Corporation, is hereby authorized to certify and deliver, to any person to whom such certification and delivery may be deemed necessary or appropriate in the opinion of such officer, a true copy of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned has caused this action to be effective as of August 30, 2019.

Departing Directors:

[Signature]
Timothy Carnahan

STATE OF MN

COUNTY OF CLAY

Sworn to and subscribed before me this 2nd day of September, 2019, by Timothy Carnahan, who is personally known to me or who has produced suitable identification.

Notary's Signature [Signature]

Print Notary's Name ELIZABETH ANDA

NOTARY PUBLIC, State of MN

My commission expires: 1/31/2020



Incoming Director:



David Greene

STATE OF NSW

COUNTY OF AUSTRALIA

Sworn to and subscribed before me this 1st day of SEPTEMBER, 2019, by David Greene, who is personally known to me or who has produced suitable identification.

Notary's Signature _____

Print Notary's Name _____

NOTARY PUBLIC, State of _____

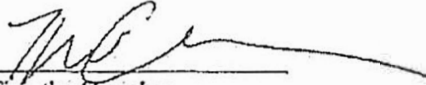
My commission expires: _____

To: CYIOS Corp.
(trading symbol CYIO)
Care of: Timothy Carnahan, 1300 Pennsylvania Avenue, Suite 700, Washington, DC 20004

Dear Members of the Board of Directors:

I, Timothy Carnahan, effective immediately following the appointment of David Greene as Director of the Corporation, hereby resigns from the Board of Directors of CYIOS Corp., and resigns, effective immediately, from all other positions I hold with CYIOS Corp., including but not limited to, my position as Chief Executive Officer and Director and hereby certify that there are no other members of the Board of Directors and no other officer, other than David Greene.

Sincerely,



Timothy Carnahan

STATE OF MN
COUNTY OF CLAY

Sworn to and subscribed before me this 2ND day of September 2019 by Timothy Carnahan, who is personally known to me or who has produced suitable identification.

Notary's Signature  _____

Print Notary's Name ELIZABETH ANDA

NOTARY PUBLIC, State of MN

My commission expires: 1/31/2020



EXHIBIT B



CYIOS CORPORATION
1280 PENNSYLVANIA AVENUE NW SUITE 201
WASHINGTON, DC 20004

January 01, 2016 through January 30, 2016
Account Number: 000000403346118

CHECKING SUMMARY | Chase BusinessSelect Checking

	Amount
Beginning Balance	\$1,281.07
Deposits and Additions	225000.00
ATM & Debit Withdrawals	-428.67
Electronic Withdrawals	-25,000.00
Fees	0.00
Ending Balance	<u>\$200,852.40</u>

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/07	Card Purchase 01/17 AMAZON SVC 3065 Card 1116	-127.33
01/15	Card Purchase 01/15 Godaddy Host Svs 327600127 Card 1116	-39.99
01/25	Card Purchase 01/25 Alabastor Inc. Constr 67-11201 Card 1116	-428.67
Total ATM & Debit Withdrawals		-\$428.67

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
01/10	Incoming Wire 01/10 AZURE II 00012-1012 3402W67F120A Note: Conv Loan	225000.00
Total Deposits and Additions		\$225,000.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/20	Outgoing Wire 01/20 Celebraz Associates Inc. 6453Q75F Note: Consulting Fe	-25000.00
Total Electronic Withdrawals		-\$25,000.00

EXHIBIT C

Convertible Loan Agreement

PURSUANT TO THIS AGREEMENT, on this 10th day of January, 2016, for funds received, CYIO Corporation., a Nevada Corporation (the "Company"), hereby promises to pay Azure Associates, a Corporation, or its assignees (the "Note Holder") the principal amount of (\$225,000 USD), on demand of the Note Holder (the "Maturity Date"). This note represents a payment made directly to the Company by the Note Holder. The principal balance of this Note shall be payable as per Paragraph 1.

1. **Principal and Interest.**
 - a) **General Payment Provisions.** This Note shall be made in lawful money of the United States of America to such account as the Note Holder may designate in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day that is not a Business Day, the same shall instead be due on the next succeeding day that is a Business Day. For purposes of this Note, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the State of the Note Holder are closed.
 - b) **Payment of Principal.** The principal balance of this Note shall be paid to the Note Holder hereof on the Demand. The Company shall not prematurely pay or prepay any outstanding principal balance to the Note Holder. The Note Holder in its sole discretion may assign this note to any third party or designee. The unpaid principal of this Note shall bear no interest rate.
2. **Conversion.** Notwithstanding anything contained herein to the contrary, at any time prior to the Maturity Date, this Note shall, at the option of the Note Holder, be convertible into: shares of the Company's common stock on the terms and conditions set forth in this Paragraph 2.
 - a) **Certain Defined Terms.** For purposes of this Note, the following terms shall have the following meanings:
 - 1) "Conversion Amount" means the sum of (i) the principal amount of this Note to be converted With respect to which this determination is being made, and (ii) Default Interest, if any, on unpaid interest and principal, if so included at the Note Holder's sole discretion.
 - 2) "Conversion Price" means Note Holder may convert any portion of the principal amount plus the accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on a conversion price of \$0.0003. Whereas, the Company and Note Holder Intend to limit the Note Holder upon any conversion to holding in excess 9.99% of the total issued and outstanding shares of common stock of the Company;
 3. "Other Note" means the convertible notes, other than this Note, issued by the Company to the Note Holder whether prior, simultaneously with or hereinafter executed.
 4. "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.
- b) **Note Holder's Conversion Right.** At any time or times on or after the Issuance Date, the Note Holder, or its assignees, shall be entitled to convert any or all or a portion of the outstanding and unpaid principal amount of this Note into fully paid and non

assessable shares of Common Stock (or Public Company Stock) in accordance with Paragraph 2(d), at the Conversion Rate (as defined below). The Company shall not issue any fraction of a share of Common Stock (or Public Company Stock) upon any conversion; if such issuance would result in the issuance of a fraction of a share of Common Stock (or Public Company Stock), the Company shall round such fraction of a share of Common Stock (or Public Company Stock) up to the nearest whole share.

- c) Conversion Rate. The number of shares of Common Stock (or Public Company Stock) issuable upon conversion of a Conversion Amount of this Note pursuant to Paragraph 2(b) shall be determined according to the following formula (the "Conversion Rate"): Note Holder may convert any portion of the principal amount plus any accrued and unpaid interest hereon, into fully paid and non-assessable shares of Company's Common Stock based on the Conversion Price outlined in Section 1(2) provided that the Note Holder never holds in excess of 9.99% of the total outstanding shares of the Company.
- d) Conversion Amount. Loan shall be converted pursuant to Securities Act of 1933, as amended (the "Act"), Any exemption to the Act, and applicable state law into un-Legended shares at the Conversion Price. The Company shall use its best efforts to qualify and issue the shares as unrestricted pursuant to a conversion as unrestricted and freely transferable shares.
- e) Conversion of this Note. The conversion of this Note shall be conducted in the following manner:
 - 1) To convert this Note into shares of Common Stock on any date set forth in the Conversion Notice by the Note Holder (the "Conversion Date"), the Note Holder hereof shall transmit by facsimile (or otherwise deliver), for receipt on or prior to 11:59 p.m., Eastern Time on such date, a written notice requesting conversion with appropriate information needed to execute the conversion (the "Conversion Notice") to the Company;
 - 2) Upon receipt by the Company of a copy of a Conversion Notice, the Company shall as soon as practicable, but in no event later than three (3) Business Days after receipt of such Conversion Notice, send, via facsimile and overnight courier, a confirmation of receipt of such Conversion Notice (the "Conversion Confirmation") to such Note Holder indicating that the Company will process such Conversion Notice in accordance with the terms herein. Within five (5) Business Days after the date of the Conversion Confirmation, the Company shall issue and surrender to a common carrier for delivery to the address as specified in the Conversion Notice, a certificate, registered in the name of the Note Holder, for the number of shares of Common Stock (or Public Company Stock) to which the Note Holder shall be entitled. If less than the full principal amount of this Note is submitted for conversion, then the Company shall within five (5) Business Days after receipt of the Note and at its own expense, issue and deliver to the Note Holder a new Note for the outstanding principal amount not so converted; provided that such new Note shall be substantially in the same form as this Note.
 - 3) Record Note Holder. The person or persons entitled to receive the shares of Common Stock (or Public Company Stock) issuable upon a conversion of this Note shall be treated for all purposes as the record Note Holder or Note Holders of such shares of Common Stock (or Public Company Stock) on the Conversion Date.
- f) Taxes. The Company shall pay any and all taxes that may be payable with respect to the issuance and delivery of Common Stock (or Public Company Stock) upon the conversion of Notes.

5. Other Rights of Note Holders.

- g) Reorganization, Reclassification, Consolidation, Merger or Sale.** Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets to another Person or other transaction which is effected in such a way that Note Holders of Common Stock (or Public Company Stock) are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock (or Public Company Stock) is referred to herein as "Natural Change.". Prior to the consummation of any (i) Natural Change or (ii) other Natural Change following which the Company is not a surviving entity, the Company will secure from the Person purchasing such assets or the successor resulting from such Natural Change (in each case, the "Acquiring Entity") a written agreement (in form and substance reasonably satisfactory to the Note Holder) to deliver to Note Holder in exchange for this Note, a security of the Acquiring Entity evidenced by a written instrument substantially similar in form and substance to this Note, and reasonably satisfactory to the Note Holder.
- h) Security Interest.** To the extent the principal amount of the Note is greater than \$100,000, Company hereby grants Note Holder a continuing security interest in all presently existing and later acquired Collateral to secure all obligations and performance of Company's duties hereunder (collectively, the "Obligations"). The term "Collateral" shall include the following categories of assets as defined in Article 9 of the Uniform Commercial Code of the State of Florida as amended (the "UCC"): goods (including inventory, equipment and any accessions thereto, instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations and any and all proceeds of any thereof, wherever located, whether now owned or hereafter acquired. Notwithstanding anything contained herein to the contrary, any rights granted to Note Holder pursuant to the security interest granted hereunder may only be enforced following prior written notice of a default of the Obligations to Company with a five (5) day opportunity for each party to cure such default. If, pursuant to the UCC, prior notice must be given to the Company upon the occurrence of an event, a five (5) day notice period shall be sufficient. Company irrevocably authorizes the Note Holder at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that: (i) indicate the Collateral as all assets of Company or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or as being of an equal or lesser scope or with greater detail; and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (y) whether Company is an organization, the type of organization, and any organization identification number issued to Company, and, (z) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates; and contain a notification that Company has granted a negative pledge to the Note Holder, and that any subsequent lien or may be tortuously interfering with the Note Holder's rights. Company agrees to furnish any of the foregoing information to the Note Holder promptly upon request. Company ratifies its authorization for the Note Holder to have filed any like initial financing statements or amendments thereto if filed prior to the date hereof. The Note Holder may add any supplemental language to any such financing statement as the Note Holder may determine to be necessary or helpful in acquiring or preserving rights against third parties.

6. **Reservation of Shares.** The Company shall at all times, so long as any principal amount of the Notes is outstanding, reserve and keep available out of its authorized and unissued Common Stock (or Public Company Stock), solely for the purpose of effecting the conversion of the Notes, such number of shares of Common Stock (or Public Company Stock) as shall at all times be sufficient to effect the conversion of all of the principal amount of the Notes then outstanding; provided that the number of shares of Common Stock (or Public Company Stock) so reserved shall at no time be less than one hundred ten percent (110%) of the number of shares of Common Stock (or Public Company Stock) for which the principal amount of the Notes are at any time convertible. The initial number of shares of Common Stock (or Public Company Stock) reserved for conversions of the Notes and each increase in the number of shares so reserved shall be allocated pro rata among the Note Holders of the Notes based on the principal amount of the Notes held by each Note Holder at the time of issuance of the Notes or increase in the number of reserved shares, as the case may be. In the event a Note Holder shall sell or otherwise transfer any of such Note Holder's Notes, each transferee shall be allocated a pro rata portion of the number of reserved shares of Common Stock (or Public Company Stock) reserved for such transferor. Any shares of Common Stock (or Public Company Stock) reserved and allocated to any Person which ceases to hold any Notes shall be allocated to the remaining Note Holders, pro rata based on the principal amount of the Notes then held by such Note Holders.
7. **Voting Rights.** Note Holders shall have no voting rights, except as required by law.
8. **Reissuance of Note.** In the event of a conversion or redemption pursuant to this Note of less than all of the Conversion Amount represented by this Note, the Company shall promptly cause to be issued and delivered to the Note Holder, upon tender by the Note Holder of the Note converted or redeemed, a new note of like tenor representing the remaining principal amount of this Note which has not been so converted or redeemed and which is in substantially the same form as this Note.
9. **Defaults and Remedies.**
 - a) **Events of Default.** An "Event of Default" is: (i) default for thirty (30) days in payment of interest or Default Interest on this Note; (ii) default in payment of the principal amount of this Note when due; (iii) failure by the Company for thirty (30) days after notice to it to comply with any other material provision of this Note; (iv) if the Company pursuant to or within the meaning of any Bankruptcy Law; (A) commences a voluntary case; (B) consents to the entry of an order for relief against it in an involuntary case; (C) consents to the appointment of a Custodian of it or for all or substantially all of its property; (D) makes a general assignment for the benefit of its creditors; or (E) admits in writing that it is generally unable to pay its debts as the same become due; or (vi) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (1) is for relief against the Company in an involuntary case; (2) appoints a Custodian of the Company or for all or substantially all of its property; or (3) orders the liquidation of the Company or any subsidiary, and the order or decree remains unstayed and in effect for thirty (30) days. The Term "Bankruptcy Law" means Title 11, U.S. Code, or any similar Federal or State Law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.
 - b) **Remedies.** If an Event of Default occurs and is continuing, the Note Holder of this Note may declare this entire Note, including any interest and Default Interest and other amounts due, to be due and payable immediately.

- 10. Vote to Change the Terms of this Note.** This Note and any provision hereof may only be amended by an instrument in writing signed by the Company and Note Holders of a majority of the aggregate Conversion Amount of the Notes then outstanding.
- 11. Lost or Stolen Note.** Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of an indemnification undertaking by the Note Holder to the Company in a form reasonably acceptable to the Company and, in the case of mutilation, upon surrender and cancellation of the Notes, the Company shall execute and deliver a new Note of like tenor and date and in substantially the same form as this Note; provided, however, the Company shall not be obligated to re-issue a Note if the Note Holder contemporaneously requests the Company to convert such remaining principal amount into Common Stock (or Public Company Stock).
- 12. Payment of Collection, Enforcement and Other Costs.** If: (i) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; or (ii) an attorney is retained to represent the Note Holder of this Note in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Note, then the Company shall pay to the Note Holder all reasonable attorneys' fees, costs and expenses incurred in connection therewith, in addition to all other amounts due hereunder.
- 13. Cancellation.** After all principal and accrued interest at any time owed on this Note has been paid in full; this Note shall automatically be deemed cancelled, shall be surrendered to the Company for cancellation and shall not be reissued.
- 14. Waiver of Notice.** To the extent permitted by law, the Company hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.
- 15. Governing Law.** This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the laws of the State of Florida, without giving effect to provisions thereof regarding conflict of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by sending by certified mail or overnight courier a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.
- 16. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief.** The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Note Holder's right to pursue actual damages for any failure by the Company to

comply with the terms of this Note. The Company covenants to each Note Holder of Notes that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth Of provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Note Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof).

17. **Specific Shall Not Limit General Construction.** No specific provision contained in this Note shall limit or modify any more general provision contained herein. This Note shall be deemed to be jointly drafted by the Company and all Note Holders and shall not be construed against any person as the drafter hereof.

18. **Failure or Indulgence Not Waiver.** No failure or delay on the part of this Note in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

IN WITNESS WHEREOF, the parties involved have caused this document to be signed on and as of the Issuance Date indicated above.

For CYIOS Corporation (The Company)


Timothy Carrahan
Chief Executive Officer